


Outsourcing the work of construction of 33 KV power line from UPPTCL's 220 KV substation at sector 20, Noida to BHEL premises, at sector 16A, Noida, under the supervision of PVVNL

## VOLUME-1C SPECIAL CONDITION OF CONTRACT (SCC)

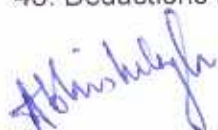
New Building Project, Noida  
BHARAT HEAVY ELECTRICALS LTD.

  
अधिशेक कुमार झा / ADHISHEK KUMAR JHA  
सिनिअर इंजीनियर / Senior Engineer  
नवीन भवन परियोजना / New Building Project  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
प्लॉट नंबर 109, नोएडा-201301  
Plo Sector-16, Noida-201301

CONTRACTOR  
(Sign with name, designation and date)

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**1. DEFINITIONS:**

In the Contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context otherwise requires: (In alphabetical order)

**1.1 Approved/Approval:**

Approved/Approval shall mean and include approved/approval accorded by the Project Manager in writing.

**1.2 Approved Equal:**

Approved Equal shall mean an alternative product or service approved by the Project Manager as being equivalent to that specified in the Contract Documents.

1.3 *This clause is deleted*

1.4 *This clause is deleted*

1.5 *This clause is deleted*

**1.6 Communication:**

Wherever in the Contract provision is made for giving or issue of any notice, consent, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words 'notify', 'certify' or 'determine' shall be construed accordingly.

**1.7 Construction Programme:**

Construction Programme shall mean the programme to be furnished by the Contractor as per relevant clause.

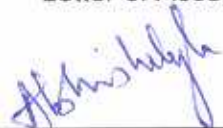
**1.8 Contractor's Representative:**

The Contractor's Representative shall mean the person or party duly appointed by the Contractor to act for and on its behalf on a day-to-day basis during the construction of the Work and the Project. Any action to be taken by the Contractor may be taken on the Contractor's behalf by the Contractor's Representative. The Contractor's Representative shall be considered a "key person" for purpose of the contract.

**1.9 Contract Value:**

Shall mean the sums referred to in the Contract Documents for the Contractor's performance of the Work. The Contract value shall be inclusive of all taxes including ESIC, PF, Conditions of Contract contribution and all other statutory taxes and levies if any applicable to the contractors/workers etc. but excluding GST.

The Contract is neither a fixed lump sum contract nor a piece work contract, but is an item rate contract to carry out the Work according to the actual measured quantities at the rates contained in the Priced Schedule of Rates (as determined in accordance with methodology specified at foot note of Price Schedule) along with estimated quantities with Detailed Specifications. The Contract value shall not exceed the amount indicated in the Letter of Acceptance, unless otherwise approved in the Change Orders. Amounts in excess of this number, not approved in advance by the BHEL's Representative shall be at the Contractor's expense. The Contractor has to closely monitor the quantities and cost and obtain an Approval from the BHEL well in advance for any change outside the scope of the Work which would cause the cost of the Work to exceed the Contract Value as indicated in the Letter of Acceptance. Prices will be firm until the end of the contract.



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No escalation in prices shall be allowed for any reason whatsoever during the period of the project. Claims for revision in rates / prices or compensation in any other form whatsoever shall not be entertained by the BHEL on account of fluctuations in the following but not limited to:

- Foreign Exchange Rates
- Cost of Materials
- Electricity & Water charges
- Labour wages & conditions
- Statutory payments like PF, ESIC, etc.
- Royalties and patent rights
- Licenses and permit fees
- Insurance Charges
- Freight charges / transportation costs
- Cost of fuel & lubricants
- Or any other rates, costs or conditions whatsoever.

**1.10 Contract Period:**

Contract Period means the period during which the Contract shall be executed or agreed between Contractor and BHEL in the Contract.

1.11 *This clause is deleted.*

**1.12 Daywork Schedule:**

Daywork Schedule means the document so named which are comprised in Conditions of Contract.

**1.13 Defect(s) Liability Period:**

Defect(s) Liability Period is the period after Virtual Completion and any period extended as a result of rectification of the Work/change orders, between the Virtual Completion and the Final Completion of the Work, and during which period the Contractor shall be bound to replace and/or rectify and make good all defective materials, equipment and/or workmanship which arise in the Works or come to notice subsequent to the Virtual Completion of the Works and prior to the Final Completion of the Works.

**1.14 Drawings:**

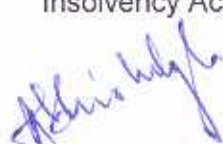
'Drawings' means all drawings, details and sketches along with the technical information therein, furnished by the Project Manager to the Contractor under the Contract and any modifications of such drawings or such other drawings as may be from time to time be furnished or approved in writing by Project Manager. All drawings, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor shall also be referred as 'drawings'.

**1.15 Final Completion:**

Final Completion will be deemed to have been achieved when at the end of the Defects Liability Period a Final Completion Certificate has been issued by the Project Manager when all the requirements of the Contract have been met and complied with and when all the defective items of Work and defects have been replaced and/or rectified and made good as directed by and to the satisfaction of the Project Manager / BHEL.

**1.16 Insolvency:**

The term "Insolvency" means any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any amending statute.



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**1.17 Labour Rate:** As per Local Administration labour rates notified and fixed from time to time.

**1.18 BHEL's Representative:**

BHEL's Representative shall mean and include the Project Manager, construction manager, Engineer-in-charge and / or any other person duly appointed and authorized by the BHEL to act for and on its behalf at the Site during the progress of construction of the Project.

**1.19 Project:**

Project shall mean and include the execution of the Work to be performed under this Contract plus works of all later phases necessary to complete the construction to make it habitable, according to the standards adopted by the Project Manager.

**1.20 Singular or Plural / Typographic Errors:**

Words in the singular also include the plural and vice versa, where the context so requires. Words implying persons include persons and corporations. Typographic or spelling errors shall not be cause to vitiate the contract.

**1.21 Specifications:**

"Specifications" shall mean and include the specifications for the Work included in the tender documents, and any modification thereof or addition thereto.

**1.22 Sub-contractors:**

"Sub-Contractors" shall mean and include the persons, firms, companies or agencies who after approval of the Project Manager, have entered into a direct Contract with the Contractor in respect of any part of the Work and any later package of the Project, and include the Sub-contractors' legal representatives, successors and permitted assignee. The Contractor shall have full responsibility for the actions and work of any Subcontractor whether contracted by the Contractor to perform portions of the Work or for any later package of the Project.

**1.23 Tender:**

"Tender" shall mean and include the Contractor's offer to construct and maintain the Work in strict accordance with the Contract Documents as set forth on the Tender Form

**1.24 Terms "I", "and", "or", "and/or":**

The terms "I", "and", "or", "and/or" used in context with the description or enumeration of two or more items or components of work of documentation or anything similar shall mean as is relevant and applicable to the text and context.

**1.25 Urgent Works:**

"Urgent works" shall mean any urgent measures which in the opinion of the Project Manager becomes necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security for completing the overall project within the stipulated time.

**1.26 Tests on completion:**

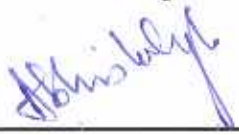
Tests on completion shall mean all the system testing required to be done by the Contractor, to the entire satisfaction of BHEL, prior to Handing over the facility.

**1.27 Unforeseeable:**

Unforeseeable means not reasonable foreseeable and against which adequate preventive precautions could not be taken by an experienced contractor by the date of submission of the Tender.

**1.28 Change Order:**

Change Order means any change approved as a Change Order.



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**1.29 Vendors:**

"Vendors" shall mean and include all suppliers, contractors, sub-contractors, and trade contractors engaged for same / later phase(s) of the Project, when such Vendors are in Contract with the Project Manager / BHEL.

**1.30 Virtual Completion:**

Virtual completion will be deemed to have been achieved upon a Virtual Completion Certificate being issued by the Project Manager, when the Work, according to the Project Manager, have been completed in every respect in conformity with the Contract Documents and any change / Variation / rectification orders and are ready and fit for the intended purpose, complete with all systems and services having been tested and commissioned.

**1.31 Written Notice:**

Written Notice shall be deemed to have been duly served if delivered in person to the **authorized representative** of the firm / company for whom it is intended, or if delivered at and a written delivery receipt obtained or sent by registered mail to the last business address known to them, who gives the notice.

**1.32 Work:**

"Work" shall mean and include the items of work included in this Contract Document, all materials, Plant & machinery, equipment, tools and labour necessary to complete all components of the Project in full compliance with the requirements of the Contract Document.

**1.33 Public Holiday:**

'Public Holiday' shall mean any day which is declared as a public holiday by the Government of India or the State Government.

**1.34 HSE Plan**

"HSE plan" means Health, Safety and Environmental Plan prepared by the Contractor for implementation at site, based on and including, without limitation to various Clauses of the Conditions of Contract pertaining to Safety, Health and environment; and approved by the Project Manager.

**2. SCOPE, EXTENT, INTENT ETC.:****2.1 Scope:**

The following Special Conditions shall be read in conjunction with the "General Conditions of Contract". The following clauses shall be considered as an extension of and not as a limitation of the obligation of the Contractor (s). If there are any provisions in the General Conditions of Contract, which are at variance with the provisions in these Special Conditions, the Provisions in these special conditions shall take precedence.

The general character and the scope of the Work shall be as illustrated below and defined in Specifications, Schedule of Rates/ Bill of Quantities and other Contract Documents.

The brief scope of work comprises of, but not limited to, outsourcing the work of construction of 33KV power line from UPPTCL's 220 KV substation at sector 20 to BHEL complex, sector 16A, Noida under the supervision of PVVNL. The scope also includes following works:

a) Approval from all concerned Government Authorities, from whom approval is required prior to start of work as per statuette, shall be obtained by the successful bidder before start of work. Approval from all concerned Government Authorities, from whom approval is required post completion of work as per statuette, shall also be obtained by the successful bidder. No extra charges, whatsoever, shall be paid to the successful bidder on this account.



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b) The successful bidder shall conduct route survey and submit route survey report to BHEL & concerned authorities for its approval. The work will start only after approval of Route survey report by BHEL & concerned authorities. The successful bidder shall take all precautions to avoid damage of any public service (cable, pipelines etc.) falling in the route of power line. However, if any public service is damaged while execution of this work, then that service shall be repaired and restored by the successful bidder, at no extra cost.

c) Quality inspection of material by PVVNL, wherever required, shall be ensured by the successful bidder prior to dispatch of material, at no extra cost.

d) Technical specification of all the materials shall be as per the Guaranteed Technical Particulars (GTP) approved by PVVNL & same shall be ensured by the successful bidder.

e) Make of materials shall be PVVNL/ BHEL approved & same shall be ensured by the successful bidder.

f) All statutory fees shall be borne & paid by BHEL directly to the concerned authority. However, in case of payment of such fees by the successful bidder, BHEL shall reimburse the same to the bidder; on submission of original receipt of the fees deposited by them.

## 2.2 **Extent:**

The Contractor shall carry out and complete the Work under the Contract in every respect, and his work shall include the supply of all labour, equipment, materials, plant and machinery, tools, transportation, form work, scaffolding and everything else necessary for the proper execution and completion of the Work in accordance with the Contract Documents and to the directions and satisfaction of the Project Manager. The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any part of the Work. Where any parts of the Work may be executed by Sub-Contractors, such responsibility and liability of the Contractor shall cover and extend to the work of all such Sub-Contractors.

## 2.3 **Intent:**

The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all. Wherever it is mentioned in the Contract Documents that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards as are applicable.

## 2.4 **Instructions of Project Manager:**

The Project Manager may from time to time, issue further supplementary Drawings, written instructions, details, directions, and explanations, which shall be collectively referred to as the Instructions of Project Manager. The Contractor shall forthwith comply with and duly execute the work comprised in such Instructions of Project Manager, provided always that verbal instructions, directions and explanations given to the Contractor or his works representative by Project Manager shall, if involving a variation, will be got confirmed in writing from the Project Manager, by the contractor.

## 2.5 **Approval of Project Manager:**

Approval of the Project Manager shall always mean approval in writing. The onus shall be on the Contractor to obtain all the necessary approvals in writing. Such approvals, however, shall not relieve the Contractor of any of his responsibilities under the Contract.

## 2.6 **Increases/Decreases to scope of Work:**



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The Project Manager reserves the right to increase or decrease the scope of the Work on any or all items or to change the nature of the Work involved in any or all items or to completely delete any items of the Work under the Contract.

**2.7 Items of work for completion:**

The Contractor is bound to carry out any items of work necessary for the completion of the Work even though such items of work may not be expressly described in the Contract Documents.

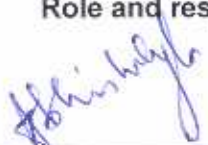
**3. PROJECT MANAGER AND CONTRACTOR'S REPRESENTATIVE:**

The status, duties and responsibilities of the Project Manager, and Contractor's Representative shall be as detailed below:

**3.1 Role and responsibilities of the Project Manager:**

- i. The BHEL will be represented for the purpose of the execution of the Contract by the Project Manager. The Project Manager shall be responsible for the day-to-day supervision, quality control checks, progress monitoring, co-ordination and direction of the Work, and generally to ensure that the Work is carried out in all respects in strict conformity with the Contract Documents.
- ii. The Project Manager shall have the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Work. The Contractor shall provide all the necessary facilities to the Project Manager in the performance of his duties. The Contractor shall refer all matters relating to the performance of the Contract to the Project Manager.
- iii. The Project Manager shall observe sound and established engineering practices using latest standards, codes and regulations, as applicable for the purpose specified and suitable for respective uses intended.
- iv. The Project Manager shall exercise intimate, constant and continuous supervision and control over the workmanship and materials, plant, machinery, equipment etc. used in the Work and may when required, get them inspected.
- v. The Project Manager shall get the measurements of the Contractor's bills checked and forwarded the same for payments.
- vi. To process the bills and release payments to the Contractor as appropriate.
- vii. **PROFESSIONAL INTEGRITY AND TEAM SPIRIT:** It is the intent of the Project Manager that this Project will be executed in a spirit of teamwork and full professional integrity.
- viii. In case of disagreement in interpretation of any clause(s) of the tender, Project Manager's decision shall be final & binding on the contractor.
- ix. **Decision:** The Project Manager shall make decisions on all matters relating to the execution and progress of the Work, including the claims and queries of the Contractor. The decision, opinion, direction and interpretation of the Project Manager, with respect to any or all matters shall be final and binding on the Contractor.

**3.2 Role and responsibilities of the contractor's representative:**



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- i. The Contractor shall be represented at the Site by the Contractor's Representative. The Contractor's Representative shall be on Site at all times during performance of the Work and the Project Coordination Services and shall be responsible for the day-to-day interaction with the Project Manager.
- ii. The Contractor's Representative shall have the authority to make and communicate all decisions called for in this Contract to be made by the Contractor or the Contractor's Representative. The Contractor's Representative shall be responsible for the day-to-day supervision and overseeing of the Project Coordination Services, including, without limitation, the implementation Plan.

**3.3** This clause is deleted.

**3.4** This clause is deleted.

**3.5 Contractor's responsibilities:**

The Contractor shall have the following responsibilities in carrying out the Work and the Project Coordination Services, respectively:

- i. The Contractor shall, on the instruction of the Project Manager, immediately dismiss from the Work any person employed thereon by him who may, in the opinion of the Project Manager, be incompetent or who engages in unlawful or disorderly conduct, and such persons shall not be re-employed on the Work without the prior written permission of the Project Manager.
- ii. Contractor shall indemnify the BHEL for loss suffered by the BHEL on account of any act/omission/neglect of the Contractor's, workers, employees, Sub-Contractors etc.
- iii. The Contractor shall comply with all safety standards to the satisfaction of the Project's Manager.
- iv. The Contractor shall take full responsibility for the management & supervision of the Sub-Contractors.
- v. The Contractor shall ensure that all Sub-Contractors engaged exercise all such skill, care and technical competence as represents a high standard within their respective professions or trades as is appropriate for the satisfactory execution of their work and services.
- vi. The Contractor shall not assign/sublet any part of this Contract to any other agency without the consent of the Project Manager. The Project Manager reserves the right to review and approve each Sub-Contractor which the Contractor recommends at any time to engage to perform any services before such Sub-Contractor is hired or performs any service.
- vii. The Contractor shall be responsible for the care of the Work and the management and supervision of the Sub-Contractors.
- viii. The Contractor shall exercise constant and continuous supervision and control over the workmanship, materials, plant, machinery, equipment etc. used in the Work and report on the status of the same to the Project Manager.
- ix. The Contractor will be responsible for obtaining all necessary permits, approvals, certificates and the like.
- x. All the obligations and responsibilities of the Contractor under the Contract shall be discharged by him subject to the satisfaction of the Project Manager.
- xi. Any activity conducted or responsibility assumed by the BHEL shall not relieve the Contractor of any of its obligations and responsibilities under the Contract.



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- xii. The contractor shall use latest standards, codes and regulations, as applicable for the purpose specified and suitable for respective uses intended. The contractor must keep at site the latest IS codes in CD form for quick referencing.
- xiii. The contractor shall ensure that all work complies with statutory norms and regulations.
- xiv. The contractor shall ensure that technically competent persons or firms holding valid licenses shall only carry out any special service installations included in the scope of the Work.
- xv. **SITE ORDER BOOK:** The Contractor shall maintain a Site order book in the prescribed proforma at the Site office. All instructions received from the Project Manager relating to the Work shall be retained in the file.
- xvi. **PHOTOGRAPHS:** Besides submitting progress charts, reports, etc., the Contractor shall submit progress photographs as directed by Project Manager, every four weeks in triplicate along with negatives
- xvii. The Contractor shall fully co-operate with all agencies concerned including other contractors deployed on the work for successful execution of the project.

#### 4. SITE:

##### 4.1 Contractor to satisfy himself about site conditions:

The Contractor represents that before tendering for the Work the Contractor has visited the Site and satisfied himself about the Site conditions for construction and for logistics and smooth flow of workmen and materials as well as permission from Authorities for this purpose. The Contractor has examined the Site and taken note of character of the soil and of the excavations, the correct dimensions of the Work, and facilities for obtaining any special articles called for in the Contract Documents. The Contractor has also made its own assessment and obtained all information on the Site constraints and on all matters that will affect the execution, continuation and progress, and completion of the Works. Any extra claims or extension of time made in consequence of any misunderstanding, incorrect information on any of these points or on the grounds of insufficient description or information shall not be entertained or allowed at any stage. He has also to ensure utmost care not to cause any loss or damage to the property or people in the vicinity.

##### 4.2 Access to site by the contractor:

The access to the Site will be shown immediately on award of the Contract to the Contractor and the Site shall be shared with other Vendors and Sub-Contractors as applicable. The Contractor shall upon being given such access commence the Work and diligently proceed with the execution of the Work in accordance with the Contract Documents. Access to the Site by the Contractor shall be merely a licence for carrying out the execution of the Work under the Contract, and the Contractor shall not by his being allowed such entry on the Site, acquire any right, lien or interest either in the Work carried out by him under the Contract or anything appurtenant or attached thereto or to any part of the Site, and his claim will only be in the nature of money found due and payable to him in accordance with the certificates issued by the Project Manager under the provisions contained herein. The Work shall be free from all liens, charges or claims of whatsoever nature from any party other than the BHEL. The BHEL shall have a lien over all work performed by the Architect, the Contractor, Sub-Contractors and Vendors and also for the materials and equipment brought on Site by them.

##### 4.3 Treasures, Antiquities found are property of BHEL:

All fossils, antiquities and other objects of interest or value, which may be found on the Site at the commencement or during the progress of the Work shall be the property of the BHEL. The



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Contractor shall carefully take out and preserve all such fossils, antiquities and objects and shall immediately deliver the same in their discovered state into the possession of the BHEL.

**4.4 Entry to site:**

The Project Manager, at his discretion has the right to issue passes to control the admission of the Contractor, his agents, employees and work people to the Site of the Work or any part thereof. Passes shall be returned at any time on demand by the Project Manager.

**5. NATURE OF CONTRACT:**

**5.1 ITEM RATE CONTRACT:**

The Contract is neither a fixed lump sum contract nor a piece work contract, but is an item rate contract to carry out the finished Work according to the contract documents, instructions issued by the Project Manager during the course of the contract and as per the description and at prices given in the Schedule of Rates/ Bill of Quantities and Technical Specifications.

**5.2 CONTRACT PRICE**

The Contract Price is the Total amount of cost of all items of finished work, as given in the Schedule of Rates/ Bill of Quantities attached with the Letter of Intent and as given in the contract documents. The quoted price shall include all taxes and duties (except GST) and shall remain firm during the entire contract period. GST shall be paid separately as per applicable rate at the time of execution.

The Contract Price includes payment for the supply of all labour (including payment to his Sub-Contractors), equipment, materials, plant and machinery, tools, transportation, framework, scaffolding works, distribution of power and water and all services and activities constituting the Scope of Work under this tender and all applicable taxes including the Construction Workers Welfare Cess and any other statutory taxes and levies as applicable to the contractors/ workers etc., levies, royalties, fees, insurance premiums, contributions towards employees benefits including ESI and PF and funds excluding GST. The BHEL shall not be responsible in any way whatsoever to pay for the same. The Contract Price shall also include the Contractor's establishment, infrastructure, overheads & profits and all other charges, and shall generally be inclusive of every cost and expense required by the Contract to be borne by the Contractor and necessary for the proper execution and completion of the Work under the Contract, in conformity with the Contract Documents and the best engineering and construction practices and to the satisfaction of BHEL.

The items of work and/ or their quantities, as given in the Schedule of Rates/ Bill of Quantities are provisional and estimated, subject to change/ revision as required by the Project Manager. This being an item rate contract, the final contract price may be altered and will be based on actual quantities of work done and measured, including due to any change/ Variation orders/ extra items of work as ordered/ approved by the Project Manager, rates for which shall be approved in accordance with the procedure given in the contract.

No escalation in prices shall be allowed for any reason whatsoever and the prices given in the Schedule of Rates/ Bill of Quantities shall be deemed to be firm during the period of the project until the completion of the project (Stipulated / extended).

**6. TAXES, DUTIES :**

- (i) No reimbursement on account of increase/ decrease in the rate of taxes, levies, duties etc. on input goods/ services/ work shall be made. Bidder has to make his own assessment of the impact of future variation if any, in rates/ duties/ levies etc. in his price bid.



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- (ii) In case of imposition of any new tax/levy or change in existing tax/levy on the output services / work by the government after the date of publication of NIT, the same shall be reimbursed by BHEL at actuals. All necessary documents as required by BHEL shall have to be provided by the contractor. However, in the event of delay in work/ services execution solely attributable to the contractor the new taxes/ levies imposed during the delay period shall not be reimbursed to the contractor.
- (iii) To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST compliant Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL. GST shall be paid against documentary evidence.
- (iv) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- (v) GSTIN of BHEL will be provided to the contractor along with the work order.
- (vi) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- (vii) Applicable GST shall also be recoverable from contractor in case of LD recovery/penalty on account of breach of terms of contract.

## 7. NOTICES, FEES, BYELAWS, REGULATIONS, ETC.:

The Contractor shall comply with all applicable laws and Government Acts including the Byelaws or regulations of Central and / or Local Authorities relating to the Work in so far as labour, construction, fabrication and installation activities are concerned, and he shall obtain from the Central and / or Local Authorities all permissions and approvals required for the plying of trucks, construction machinery etc., and also for construction of temporary offices, labour camps, stores and other temporary structures in connection with the Work, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law thereunder. In the Contract Price for the Work, the Contractor shall allow for such compliance and work, and for the giving of all such notices, and shall include the payment of all such fees and charges.

## 8. LICENSE AND PERMITS:

The Contractor shall directly obtain all licenses and permits for the materials under Government control, and those required to be obtained by the Contractor for the execution of the Work. The Contract Price shall include all transportation charges and other expenses that may be incurred in this connection.

Approval from all concerned Government Authorities, from whom approval is required prior to start of work as per statuette, shall be obtained by the successful bidder before start of work. Approval from all concerned Government Authorities, from whom approval is required post completion of work as per statuette, shall also be obtained by the successful bidder. No extra charges, whatsoever, shall be paid to the successful bidder on this account.



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All statutory fees shall be borne & paid by BHEL directly to the concerned authority. However, in case of payment of such fees by the successful bidder, BHEL shall reimburse the same to the bidder; on submission of original receipt of the fees deposited by them.

**9. ROYALTIES AND PATENT RIGHTS:**

All royalties or other sums payable by the contractor in respect of the supply and use of any patented articles, processes or inventions for the carrying out of the Work as described by or referred to in the Contract Documents, shall be deemed to have been included in the Contract Price. The contractor shall keep the BHEL indemnified against all such demands as may arise on account of payment of royalties.

**10. This clause is deleted.**

**11. CONTRACTOR'S SITE ORGANIZATION AND RESOURCES:**

**11.1 Contractor's representative and supervisory staff:**

The Contractor shall at his cost provide and ensure continued effective supervision of the Work with the help of the Contractor's Representative, assisted by team of qualified, experienced and competent engineers, supervisors and adequate staff, to the satisfaction of the Project Manager for the entire duration of the Work. The Contractor shall submit his proposed site organization chart for the approval of the Project Manager. The Contractor's Representative shall be on the Site at all times as the Work and the Project progresses and shall be responsible for carrying out the Work to the true meaning of the Drawings, Specifications, Conditions of Contract, Schedule of Rates, the other Contract Documents, and instructions and directions of the Project Manager. The instructions and directions given in writing to the Contractor's Representative or to any of his assistants at the Site by the Project Manager shall be deemed to have been given to the Contractor officially. Attention is called to the importance of the Contractor requesting written instruction from the Project Manager before undertaking any Work where the Project Manager's direction or instructions are required. Any such Work done in advance of such instructions will be liable to be removed at the Contractor's expense and will not be paid for unless specifically approved in writing by the Project Manager, as the case may be.

All key staff employed at the Site by the Contractor shall be considered essential to the performance of the Work and the Project Co-ordination Services, and all key staff shall be subject to the approval of the Project Manager. However such approval shall not relieve the Contractor of any of his Contractual obligations. No staff including the resident engineer and other technical supervisory staff shall be removed or transferred from the Work without the prior written permission of the Project Manager. The Project Manager shall, however, have the authority to order the removal from Site of any undesirable personnel. If key staff becomes unavailable for assignment to the Work or the Project Co-ordination Services for reasons beyond the Contractor's control, the Contractor shall immediately notify the Project Manager to evaluate the impact on the project. Prior to substitution or addition of any key staff, the Contractor shall obtain the Project Manager's written consent as to the acceptability of replacements or additions to such personnel. The Contractor shall at all times be fully responsible for the acts, omissions, defaults and neglect of all of his representatives, agents, servants, workmen and suppliers and those of his Sub-Contractors.

**11.2 Man-power and plant and machinery:**

The Contractor shall at his own cost provide and install all equipment, materials, plant/machines. Concrete Pumps, Cranes, and Material Hoists each of adequate capacity, will be required. Other equipment like (weigh batchers for design mixes), ladders, and scaffolding etc., necessary for the execution of the Work in conformity with the Contract Documents and to the satisfaction of the Project Manager will also be provided by the contractor at his own cost in



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adequate quantity. Also, all machines, tools, trucks, formwork material, man-power and everything else necessary for the proper and satisfactory execution and completion of the Work in accordance with the Contract Documents shall be provided by the Contractor at his own cost. The Contractor shall within two weeks of the award of Contract submit a complete list of his manpower, plant and machinery for the approval of the Project Manager, whose approval, however, shall not relieve the Contractor of any of his responsibilities, obligations and liabilities under the Contract. The Contractor shall augment his manpower, plant and machinery without extra cost to the BHEL whenever required or so directed by the Project Manager in order to conform to the approved construction programme for the achievement of milestones and Virtual Completion. (Ready mixed concrete) to be supplied from approved manufactures.

**11.3 Contractor store, site offices and other facilities:**

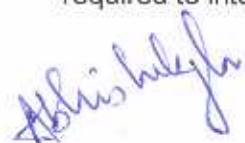
Contractor has inspected the site and has made his own assessment towards the availability of space at site for his stores, yards, offices, steel & shuttering yards, cranes, material hoists and other facilities. A mutually determined area within the constraints of the Site will be allowed to the Contractor free of cost for the purpose of storing his tools, plant, materials, Site office, cement godown, canteen, plant & machinery etc. In case contractor is not able to accommodate his facilities within the site, or in the opinion of the Project Manager contractor's facilities are to be removed or relocated in the interest of the progress of work (contractor's and / or any other agency's / vendor's) the contractor shall make his own arrangements elsewhere outside the site at his own cost for the same. Water tank for the purpose of construction, Site offices, toilets, workshops and storage sheds etc. shall be built by the Contractor at the Contractor's cost. Water tank/s constructed for the purpose of construction should be of such dimensions as to provide storage for at least two days consumption. Site offices shall be of such dimensions to accommodate the Contractor's own office. A separate sanitary facility shall be provided and maintained for, Engineers and workers. The same shall be cleared after construction period. The Contractor shall remove all the temporary construction constructed by him at the Site for the purpose of completing the Work after the Project is completed. Costs of all such facilities including construction & removal shall be borne by the Contractor. Construction of labour hutments will NOT be allowed inside on the Site. Contractor has to make his own arrangement for space for labour hutment including transportation of labour to site. Nothing extra will be paid. The Contractor shall at his own cost make all arrangements for space, lodging, transportation etc. for the labour. No person will be allowed to stay on Site except the security and watchman except during night construction when the Work is in progress.

**11.4 Security:**

The Contractor shall at his cost provide at all times adequate number of watchmen to guard the Site, materials and equipment, to the satisfaction of the Project Manager. The Contractor shall at all times be fully responsible for the security of all materials and equipment on the Site. BHEL shall not be responsible for any loss due to theft, fire, accident or any other reasons, whatsoever.

**11.5 Telephone / Communication:**

The contractor shall make his own arrangement for the telephones and mobile phones at site with information to the Project Manager. The Contractor shall provide his representative and key personnel with mobile phone for round the clock communication with Project Manager. Contractor shall also at his own cost ensure two way communication either by way of providing, maintaining and running the walkie-talkie or mobile phones of adequate range at site, between the Project Manager's team members and contractor's own key personnel (from Project In-charge to function / area In-charge level) deputed at site, with whom Project Manager would be required to interact on day to day basis.



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**11.6 Survey Equipment:**

The Contractor shall keep & provide sufficient number of required survey equipment at site for his own use. The contractor will provide at his own cost for the sole use of the Project Manager survey equipment as required by the Project Manager.

**11.7 Sanitary Convenience:**

The Contractor shall at his expense provide and erect with prior permission and details to the Project Manager all necessary sanitary conveniences including septic tank and soak pits at the Site for the staff and all workmen of his own, his Sub-Contractors, the Project Manager & his staff. The sanitary conveniences shall be strategically located around the Site to provide ready access to all site operatives. The Contractor shall maintain such convenience in a clean, hygienic, orderly condition and shall clean, disinfect and deodorize the ground after their removal, and meet all statutory requirements.

**11.8 Scaffolding, staging, guard rails, barricades:**

The Contractor shall at his cost provide steel scaffolding, staging, guard rails, barricades and safety barriers around all excavations, openings and at all edges, temporary stairs and other temporary measures required during construction. The supports for the scaffolding, staging guard rails, barricades and safety barriers and temporary stairs shall be strong, adequate for the particular situations, tied together with horizontal pieces and braced properly. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps.

Traffic diversion / management during construction time shall be in scope of contractor & nothing extra shall be payable.

**11.9 This clause is deleted.****11.10 Safety Equipment & Personnel:**

The Contractor shall provide sufficient helmets, safety boots/shoes, nets and protective clothing for use by the Project management team, his own staff and staff of its sub-contractors. The Contractor shall make available at all times when work is being undertaken, a vehicle suitable for the emergency evacuation of personnel from the site to a hospital staffed and equipped to receive injured personnel.

**11.11 Temporary Lighting:**

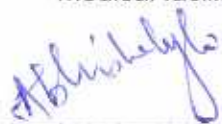
The Contractor shall make his own arrangement in respect of the provision of adequate lighting at all places where his workmen are engaged for carrying out the Work and also provide general lighting of site as a whole in a proper safe and satisfactory manner.

**11.12 Protection Of Environment:**

The Contractor understands that the Site is free from pollutants at the time of access to the Site and commencement of the Work. The Contractor shall comply with all applicable environmental laws and regulations and shall ensure that the Site is and remains free from pollutants at the end of the Project. The Contractor shall ensure inter-alia, that neither the soil nor the ground water is polluted or contaminated by fuels or lubricants emitted by machinery operated on the Site or by other dangerous or poisonous substances which are or are deemed to be hazardous to the environment. Notwithstanding the above, the Contractor shall comply with all the directions and decisions of the Project Manager in this regard.

**11.13 First Aid Equipment & Medical Facilities:**

The Contractor shall establish a fully equipped and staffed (trained) first aid centre on the Site to deal with accidental injuries and workers health. The Contractor shall provide such first aid and medical facility to at his own cost.



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The Contractor shall make necessary arrangements with a local hospital and with local doctors so that his sick or injured persons may receive prompt medical treatment with minimum delay at any hour of the day or night.

## **12 LABOUR REGULATIONS:**

### **12.1 Regulations:**

The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Employees State Insurance Act 1948, Employees Provident Fund Act 1952, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act 1970, Building and Other Construction Workers' Welfare Cess Act, 1996 the Factories Act 1948 or any modifications thereof and any other applicable Construction Workers Welfare Cess or any other law relating thereto and rules there under introduced from time to time. The Contractor shall assume liability and shall indemnify the BHEL from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. Insurance cover towards the above shall be effected by the Contractor as called for in the contract. In general, in respect of all labour directly or indirectly employed in the Work for the performance of Contractor's part of the Contract, the Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The Contractor shall at his own cost obtain a valid license for himself and the BHEL / Principal Employer under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable rules before the commencement of the Work and continue to have a valid licenses until the completion of the Work.

### **12.2 Labour welfare cess:**

The contractor shall comply with all provisions of the BOCW Act and shall indemnify BHEL against all claims that may arise due to non-compliance of any provision of the said act by the contractor. BHEL shall deduct labour cess from the Running/ Final bills at applicable rates and deposit it in the account of UP Building and other construction workers welfare board in the office of Dy. Labour Commissioner, Noida. The project has already been registered under BOCW Act. The price quoted by the bidder shall be inclusive of Labour welfare cess.

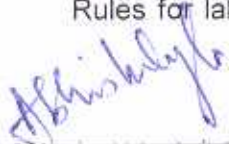
### **12.3 Payment of wages:**

The Contractor shall pay to labour employed by him either directly or through Sub-Contractors wages not less than fair wages as defined in the relevant Central / Local Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the Work, as laid down by the concerned Central / local authorities.

In case the contractor fails to pay fare wages as required by the authorities then the BHEL shall be entitled to do so and receives such amounts including associated cost incurred by them in doing so from the contractor.

### **12.4 Model Rules:**

The Contractor shall at his own expense comply with or cause to be complied with, Model Rules for labour welfare framed by Government or other local bodies from time to time for



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the protection of health and for making sanitary arrangements, Malaria control, etc. for workers employed directly or indirectly on the Work and in the workers hutment area. In case the Contractor fails to make arrangements as aforesaid, the BHEL shall be entitled to do so and recover the cost thereof from the Contractor.

#### 12.5 Safety Codes:

In respect of all labour, directly or indirectly employed on the Work for the performance and execution of the Contractor's Work under the Contract, the Contractor shall at his own expense arrange for all the safety provisions as listed in (i) Safety codes of C.P.W.D. and Bureau of Indian Standards, (ii) The Electricity Act, (iii) The Mines Act, and Regulations, (iv) Regulations of employment & conditions of service Act 1996, Rules and Orders made there under and such other acts as applicable.

Precautions as stated in the safety clauses are of minimum necessity and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property or injury to any person including but not limited to the Contractor's labour, the BHEL's or any member of the public or resulting in the death of any of these.

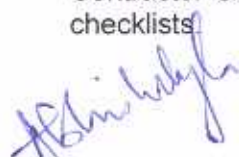
#### 12.6 Safety Equipment:

Protective gear such as safety helmets, boots, belts, gloves, spectacles, nets, fire extinguishers etc. shall be provided by the Contractor at his own cost to all his manpower at the Site. The Contractor shall impose such requirements on all Sub-Contractors and Vendors also. It shall be the responsibility of the Contractor to ensure that such protective gear is worn at all times by all personnel working at the Site during the term of the Project. The Project Manager shall have the right to stop any person not wearing such protective gear from working on the Site.

In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Project Manager shall be entitled (but not obliged) to do so and recover the costs thereof from the Contractor. The decision of the Project Manager in this regard shall be final and binding on the Contractor.

#### 12.7 Safety/Site Conditions:

- i. The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and ensure that the methods of carrying out the Work and the Project by the Contractor including his workmen, employees, Sub-Contractors and Vendors meet all the necessary safety standards and requirements of the SHE Plan. In order to fulfil this obligation the Contractor shall appoint a permanent, full time and suitably qualified safety officer for the Site.
- ii. The Contractor shall institute and implement to the satisfaction of the Project Manager a construction safety programme, including:
  - a. Preparing a Site-specific written safety programme consistent with the SHE Plan, Indian law and best practices. As a minimum, the programme shall require applicable safety equipment for all workers, use of barriers and barricades around potentially dangerous areas, protection of workers working under elevated conditions, accident reporting, medical & first aid provisions, lighting, housekeeping, sanitation etc.
  - b. Weekly safety reviews and 'risk assessments' shall be carried out in conjunction with the Project Manager in order to identify potential safety hazards and to militate against them. Contractor shall be required to maintain proper records of these inspections along with the checklists.



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- c. The Contractor will be required to provide all personnel entering the Site a safety rules card with instructions on Do's and Don'ts and verbal explanation of the safety programme.
- d. Requiring all Sub-Contractors and other workers under the responsibility of the Contractor (including the Vendors or later phases of the construction of the Project) to adhere to the written safety programme.

The Contractor has full responsibility for maintaining the Site in good and clean condition and removing all trash and debris on a daily basis to the satisfaction of the Project Manager. The Contractor is responsible for providing adequate sanitary facilities and maintaining them in a clean and healthy condition. If the Contractor fails to comply with the above the Project Manager will have the authority to get the same cleaned by an external agency and debit the expenses incurred on the same to the Contractor's account; but without being under any legal obligation to do so.

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Project, or any part thereof, either during the execution of the Work, or during the Defects Liability Period, any remedial or other work is, in the opinion of Project Manager urgently necessary for the implementation of the safety programme of the Project by the Contractor and the Contractor is unable or unwilling at once to do such work, the Project Manager shall be entitled to employ and pay other persons to carry out such work as the Project Manager may consider necessary. If the work or repair so done by the Project Manager is work which, in the opinion of the Project Manager, the Contractor is liable to do at its own cost, then all costs consequent thereon or incidental thereto shall be recoverable from the Contractor and may be deducted by the Project Manager from any of the Retention Money and any moneys due or to become due to the Contractor and the Project Manager shall notify the Contractor accordingly, provided that the Project Manager shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

The Contractor shall ensure that all operations by the Contractor, his workmen, employees, Sub-Contractors to complete the Project and the remedying of any defects therein shall, so far as compliance with the requirements of this Agreement permit, be carried on so as not to interfere unnecessarily or improperly with:

- The convenience of the public, or
- The access to, use and occupation of public or private roads, railways and footpaths to or of properties whether in the possession of BHEL or of any other person.
- The BHEL's operation and utilization of the facility at the Site; and
- The Work of Vendors.

If any hazardous or obnoxious materials (as defined by Indian law) are specified for use or are being used by Sub-Contractors or Vendors, the Contractor shall keep record of such material and forthwith give written notice to the Project Manager and shall ensure that the Sub-Contractors and Vendors, as applicable, use, store and dispose of such hazardous or obnoxious materials strictly in accordance with all applicable laws.

#### 12.8 Additional Safety Regulations:

The Contractor shall continuously maintain adequate protection for the Work against fire and other hazards and shall protect the BHEL's property from damage or loss during the performance of this Contract. The Contractor also shall adequately protect property adjacent to the Work.

The Contractor shall take all necessary precautions for the safety of its employees, Subcontractors and the Vendors performing the Work and later phases of the Project and shall



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comply with all applicable safety laws and regulations to prevent accidents or injury to persons on, about, or adjacent to the Site.

The Contractor shall be responsible for co-ordinating a safe working programme with the Project Manager. Such a programme shall include, and the Contractor shall be responsible for maintaining, the following safe working conditions and practices:

- i. All combustible material, food matter, garbage, scrap, and other debris generated during the performance of the Work shall be collected and removed from the Site on daily basis. Arrangements for scrap burning should be discussed with Project Manager.
- ii. An adequate number and type of fire extinguishers and sand buckets shall be provided at the Site for fire control and shall be kept/maintained in satisfactory and effective working condition, at all times.
- iii. Rescue operation team with availability of stretchers and transport vehicle. This team shall conduct mock drills at regular intervals. The report of which shall be submitted by the contractor to the Project Manager.
- iv. **FIRE PRECAUTIONS:** The Contractor shall take all precautions and preventive measures against fire hazards at the Site and shall assume full responsibility for the same.

#### 12.9 Requirement of Fire Extinguishers

Each gas welding or burning, arc welding unit, tar pot, or open flame unit requires a fire extinguisher and sand buckets with it during operation.

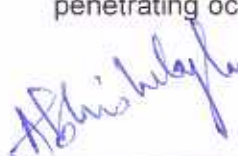
#### 12.10 Requirement of Equipment

The availability of fire blankets is recommended. Other equipment related conditions are as follows:

- The Contractor shall use only safe equipment in good condition. The Contractor shall not use or permit to be used the BHEL's equipment and the BHEL shall not use the Contractor's equipment without prior written permission of the other.
- When working in an occupied building or area, the Contractor must before commencement of work familiarize itself with the hazards of that area, such as the location of flammable substances and toxic fumes.
- Materials and equipment intended for installation in the Work as well as the BHEL's equipment and materials already in place are to be protected at all times from debris, weather, or any damage. The Contractor shall take all steps necessary to ensure the preservation condition of such equipment.
- The Contractor and its employees and subcontractors shall strictly obey all "No Smoking" restrictions.
- The Contractor shall make any requests for utility manipulation or "shut downs" in writing on least two (2) days' notice.

#### 12.11 Safety with regard to site and housekeeping:

- The use of intoxicants or unlawful drugs at the Site, in any degree, shall be strictly prohibited. The Contractor shall rigorously enforce this regulation.
- When overhead work is in progress in or around an occupied area, signs to denote such work prominently displaying "Overhead Work" shall be used or the area shall be protected by barricade.
- Dusty work, such as concrete breaking or demolition, in or near occupied areas, shall proceed only after wetting down the area and taking steps necessary to prevent dust from penetrating occupied areas and creating a nuisance.



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- Contractor shall maintain general cleanliness at site. All waste and debris shall be stored at designated place and disposed regularly.
- Materials must be piled, stacked, or stored in a neat and orderly manner. All stacking, whether inside or outside a building, shall be parallel to or at right angles to the building line or fence.

**12.12 Non-compliance of Regulations:**

If the Project Manager notifies the Contractor of non-compliance with all or any of the foregoing regulations, the Contractor shall immediately, if so directed, or in any event not more than eighteen (18) hours after receipt of such notice, make all reasonable efforts to correct such non-compliance. If the Contractor fails to do so, the Project Manager may suspend all or any part of the Work. When the Contractor has undertaken satisfactory corrective action, Project Manager shall lift the suspension of the Work. The Contractor shall not claim any extension of time to complete the Work or additional fees due to any such work suspension.

**12.13 Implementation of Safety Measures:**

Notwithstanding anything herein before contained, the Contractor shall be liable to ensure and implement all safety measures, whether or not statutorily prescribed, to safeguard, preserve and protect the life, health and welfare of every workman employed/deployed/engaged directly or indirectly by the Contractor on the Site and in relation to or connected with the Work and all Vendors employed in later phases of the Project in addition to installing, providing every prescribed safety and protective equipment, clothing etc., and the mere absence of any reference to or specification of a particular statute or rule or regulation in this Contract shall not absolve the Contractor of an obligation to comply with every such law, rule or regulation. The obligations stipulated in the contract shall not in any manner be deemed to limit or restrict any obligation or duty that any law, rule or regulation may otherwise impose upon the Contractor. The Contractor shall be liable for all consequences/liabilities arising out of his violating any of the aforesaid provisions, including fines, penalties, compensations, damages, prosecutions, proceedings, medical expenditure and costs, rehabilitation costs and all other expenses connected therewith.

**12.14 Child Labour:**

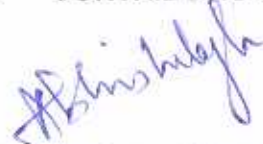
The Contractor shall not employ any labour less than 18 years of age on the job. If female labour is engaged, the Contractor shall make necessary provisions at his own expense for safeguarding and care of their children and keeping them clear of the Site. No children shall be permitted on the Site.

**12.15 Crèches:**

If women workers are employed on the Work, the Contractor shall provide at his expense two rooms of -reasonable dimensions plus toilet facilities for the use of their children under the age of six years. One room shall be used as a playroom and the other as the bedroom of the children. The rooms shall be built to reasonably good specifications in consultation with the Project Manager. The rooms shall be well lit and well ventilated.

The Contractor shall provide adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bedroom. The rooms shall be maintained absolutely clean, employing sweepers.

The Contractor shall provide Dai (ayah) to look after the children in the crèche. The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

**13. CONTRIBUTION TOWARDS EMPLOYEE BENEFITS, FUNDS ETC.:**

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The Contractor shall include in the Contract Price all expenses necessary to meet his obligations for making contributions toward employee benefits funds (Such as provident fund, ESI benefits, old age pension and/or any other benefits/compensation legally payable) in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Contractor and produced for scrutiny by the concerned authorities and BHEL whenever called for.

**13.1 Employees' State Insurance Scheme (ESI)**

The Contractor shall be liable to pay his contribution and Employee's contribution to the State Insurance Scheme in respect of all labour/ employees employed by him or for the execution of the contract in accordance with the provision of "The Employee's State Insurance Act, 1948" as amended from time to time, as applicable during the contract period.

**13.2 Employees Provident Fund (EPF)**

The Contractor shall obtain prescribed recommendations from the Regional Provident Funds Commissioner under the Employees' Provident Fund and Misc. Provisions Act, 1952 and shall cause provident fund contribution from all eligible employees and Contractor's contribution to be deposited regularly with the prescribed authority and in token of which shall submit every month necessary receipts/ documentary evidence as may be required by the Project Manager. The contractor shall also provide its P.F. registration number/ certificate to Project Manager.

In case the contractor fails to comply with above provisions as required by the authorities then the Project Manager shall be entitled to do so and recover such amounts including the associated costs incurred by them in doing so, from the contractor.

The Contractor must fully satisfy himself as to these points and allow coverage for the same in the rates while giving his tender. Nothing extra shall be paid on these accounts.

**14. SETTING OUT AND SITE SURVEYS:**

The Contractor shall establish, maintain and assume responsibility for all bench marks and grid lines, and all other levels, lines, dimensions and grades that are necessary for the execution of the Work, in conformity with the Contract Documents. The Contractor shall establish his relation to the permanent benchmarks and boundary lines established at the Site. The Contractor shall verify and co-relate all the survey data available at the Site before commencing the Work and shall immediately report in writing any errors or inconsistencies to the Project Manager. Commencement of Work by the Contractor shall be regarded as his acceptance of the correctness of all survey and setting out data available at the Site and no claims shall be entertained or allowed in respect of any errors or discrepancies found at a later date. If at any time error in this regard appears during his progress of the Work, the Contractor shall at his own expense rectify such error to the satisfaction of the Project Manager.

The approval by the Project Manager of the setting out by the Contractor shall not relieve the Contractor of any of the responsibilities, obligations, and liabilities under the Contract.

The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment for all levels and dimensions and for the correctness of every part of the Work, and he shall rectify effectively any errors or imperfections therein. All such rectifications shall be carried out by the Contractor at his own cost and to the instructions and satisfaction of the Project Manager.

**15. This clause is deleted.**

**16. WATER AND ELECTRICITY:**

**16.1 WATER SUPPLY**



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Contractor has to make his own arrangement for water supply from outside the site premises and BHEL shall not be responsible for the same. Contractor, under no circumstances, shall use underground water / Noida water supply.

## 16.2 POWER SUPPLY

The electricity required for execution Work shall be arranged by the Contractor from the authorities and / or generators at his own cost. Contractor shall be responsible for all distribution points as may be required for the Work. The contractor is also required to install at his own cost, a standby generator of required capacity, which shall conform to Pollution Control Norms, including distributions and connections and in the event of non-availability of power so that there is no delay in progress of Work as per execution schedule submitted by him and approved by BHEL (all the generators shall be approved as per latest CPCB guideline & Indian Electricity Act).

The electricity required for execution Work shall be arranged by the Contractor from the authorities and / or generators at his own cost. Contractor shall be responsible for all distribution points as may be required for the Work. The contractor is also required to install at his own cost, a standby generator of required capacity, which shall conform to Pollution Control Norms, including distributions and connections and in the event of non-availability of power so that there is no delay in progress of Work as per execution schedule submitted by him and approved by BHEL (all the generators shall be approved as per latest CPCB guideline & Indian Electricity Act). The Contractor shall also share electricity from his Generators and electric connection with other Contractors, Sub-contractors, Vendors & BHEL etc. and share proportionate cost with them at tariff prevalent in the market as per State Electricity Board. The point of supply shall be at Generator / Electric supply Board. The cost of energy meter shall be borne by the respective allied contractors. Contractor shall ensure adequate capacity of generators to support such load sharing with other vendors

It shall be the responsibility of the contractor to provide and maintain the complete installation on the load side of the supply with due regard to safety and proper circuit protection requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e. as per the central/state electricity acts and rules etc. The contractor will ensure that his equipment and electrical wiring etc., are installed modified, maintained by a licensed electrical/supervisor. A test certificate is to be produced to the Project Manager for this approval, before power is made available. Non adherence of safety code shall render the contractor to be penalized a deemed fit by the Project Manager.

The BHEL is not liable for any loss or damage to the contractor's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the contractor arising there from.

The contractor shall ensure at his cost that all electric lines and equipment and all installations are approved by the State Electricity Inspector.

All statutory Fees & miscellaneous expenses and costs for electric power and Water connection for construction purposes shall be borne by the Contractor.

## 17. ASSIGNMENT AND SUB-LETTING:

The Contractor shall not assign/Sublet any part of this Contract to any other agency without the approval of the Project Manager. The Contractor may, however, sub-contract any part of the Work with the prior written consent of the Project Manager. Any permission to sub-contract parts of the Work shall not relieve the Contractor from any of his responsibilities, obligations, and liabilities under this Contract.



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**18. SUB-CONTRACTORS:**

As soon as practicable, but at **least four weeks** before awarding any Sub-Contract, the Contractor shall submit to the Project Manager in writing the names of the Sub-Contractors along with their profiles and work experience proposed for any part of the Work, for the approval of the Project Manager. The Contractor shall employ such Sub-Contractors only after he has received confirmation in writing of such approval from the Project Manager. Such approval, however, shall not relieve the Contractor of any of his responsibilities, obligations and liabilities under the Contract. The Contractor shall be responsible for the acts, defaults and neglect of all Sub-Contractors and their agents, servants and workmen. The Contractor shall not employ any Sub-Contractor to whom the Project Manager, objects and/or does not approve.

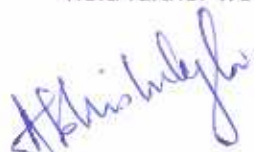
**19. SEPARATE CONTRACTS:**

The BHEL reserves the right to let other contracts in connection with the Project. The Contractor shall afford other contractors reasonable opportunity for their access to the Site, for the storage of their materials, and for the execution of their work, or if specified give assistance to such contractors for such purposes as are specified. The Contractor shall properly connect and co-ordinate his Work with that of the other contractors that may be employed or engaged by the BHEL and shall co-ordinate, communication among the Project Manager, Architect, the Contractor, its Sub-Contractors and the Vendors and provide the facilities and oversee construction schedule, construction co-ordination and Site Safety for the Project. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Project Manager any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for receiving the work of the Contractor.

**20. CO-ORDINATION OF WORK:**

At the commencement of the Work, and from time to time, the Contractor shall co-operate with other contractors, Sub-Contractors, persons engaged on separate contracts in connection with the Project, Vendors, the Project Manager, and the Architect for the purpose of the co-ordination and execution of various parts / phases of the Project. The Contractor shall determine and ascertain from the Vendors and persons engaged on separate contracts, in connection with the Project, the extent of all chasings, cutting and forming of all openings, holes, details of all inserts, sleeves, etc. that are required to accommodate the various services.

The Contractor shall determine and ascertain the routes of all services and positions of all floor and wall openings, outlets, traps, the details of all inserts, equipment and services and shall carry out the construction and making good of all "builder's work" in accordance with and as shown, described and/or measured in the drawings, Specifications, and other Contract Documents. Also, the Contractor shall ensure that all required services, inserts, sleeves, embedment etc. are in place/position before he proceeds with his work. Should the Contractor fail to comply with these requirements and the consequence of such failure necessitates the breaking, re-doing and making good of any work, then the cost of all such breaking, re-doing and making good of any work shall be to the account of the Contractor and shall be borne by him. No breaking and cutting of completed work shall be done unless specifically authorized in writing by the Project Manager. No work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work, as determined by the Project Manager.



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In order to ensure proper co-ordination is being undertaken, weekly meetings, chaired by the Project Manager, will be held with the various contractors, at which co-ordination will be discussed and minutes of actions proposed circulated.

In the event of a particular floor/part of construction being handed over to another agency for carrying out further work, the contractor shall not be absorbed of his responsibilities w.r.t. workmanship of the executed work and its defect liability during the contract duration & also during warranty period.

21. This clause is deleted.

## 22 OVERTIME WORK:

22.1 If it is necessary for the Contractor or any Sub-Contractor to work on other than working days or outside the normal working hours in order to keep up to the time schedule and meet the Construction Programme, the Contractor shall obtain the prior approval of the Project Manager in writing, whose approval shall not be unreasonably withheld. The additional cost of wages and any other costs incurred as- a result of overtime or any shift work shall be borne by the Contractor.

22.2 Where work is being carried out in or around an operating plant / office or occupied building /premises and is liable to cause disturbance or interruption in working of the Plant / Office or inconvenience to the occupants of the premises, the Contractor shall work only at specified places and times as mutually arranged between the Contractor and the Project Manager so as not to cause any disturbance. Due to this the Contractor may be required to work during off-hours, Sundays and holidays. The Contractor shall not be entitled for any extra payment for doing work in the manner described above.

22.3 For timely completion of work, Contractor, if required by the Project Manager, shall work in two or three shifts without any extra payment. The normal working hours will be 8.30 A.M. to 5.30 P.M. However, if contractor wishes to work extra hours for completing the work schedule, he shall obtain permission from Project Manager for working extra hours.

## 23 MATERIALS, WORKMANSHIP, STORAGE, INSPECTIONS ETC.:

### 23.1(A) BHEL Supplied Material: -

This item be treated as null & void. There will be no BHEL supplied material.

### 23.1(B) Contractor Supplied material: -

23.1.1 All the materials shall be procured by the contractor. Basic rates for selected materials and fixtures in the tender are provided to enable the contractor to quote the item rates accordingly. Quoted rate to include all labour including charges towards statutory compliances, basic cost of material, cost of accessories, transportation, handling, storage, safety, wastage, tools & Plants, cost of electricity, water, other consumables and contractor's overheads and profits etc. However the quoted rate shall be excluding GST.

23.1.2 In case the Contractor fails / refuses to procure and provide any material, the Project Manager in the interest of the work may resort to procure and provide such materials at the risk and cost of the Contractor. Under such circumstances



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a penal recovery @ 15% of the respective item rates shall be imposed on the Contractor and recovered from his bills / any outstanding payments.

- 23.1.3 The materials shall be fully accounted for by the Contractor as required hereinafter. In accounting for the materials, allowances against each item, will be made to cover all wastages and losses that may have been incurred in the process of handling, storing, cutting, fabrication, fixing and installing. The contractor shall submit statement of account and reconciliation of material lying in Contractor's stores along with each Running Account Bill and consolidated statement of reconciliation along with Final Bill.
- 23.1.4 The Contractor shall, at all times when requested, satisfy the Project Manager by the production of records or books or submissions of returns that the materials are being used for the purpose for which they are procured and the Contractor shall at all times keep the records updated to enable the Project Manager to apply such checks as he may desire to impose. The Contractor shall, at all times, permit the Project Manager to inspect his godown. The Contractor shall not, without prior written permission of the Project Manager, utilise or dispose of the materials for any purpose other than intended in the Contract.

## 23.2. Materials and workmanship:

The Contractor shall be responsible for the establishment of a full and comprehensive quality control system for the Work. The system shall include, but not be limited to, the means of controlling the testing and receipt of materials, the inspection of the Work, the filing and ordering of drawings and correspondence and the duties and responsibilities of staff members.

All materials and equipment to be incorporated in the Work shall be new. The materials, equipment, and workmanship shall be of the best quality of the specified type, in conformity with Contract Documents and the best engineering and construction practices, and to the complete satisfaction of the Project Manager. This requirement shall be strictly enforced at all times and stages of the Work and no request for change whatsoever shall be entertained on the grounds of anything to the contrary being the prevailing practice. **The Contractor shall immediately remove from the Work any materials, equipment and/or workmanship which, in the opinion of the Project Manager, are defective or unsuitable or not in conformity with the Contract Documents and best engineering and construction practices, and the Contractor shall replace such rejected materials, equipment and/or workmanship with proper, specified, required and approved materials, equipment and/or workmanship, all at his own cost within a period of seven (7) days from the date of issuance of such notice.**

The Contractor shall, whenever required to do so by the Project Manager, immediately submit satisfactory evidence and necessary test results as to the kind and quality of the materials and equipment.

## 23.2 Approved makes:

**Make of all materials shall be PVVNL/ BHEL approved & same shall be ensured by the successful bidder.**

## 23.3 Proper scheduling and delivery of materials:

All materials and equipment shall be scheduled and delivered so as to ensure a speedy and uninterrupted progress of the Work, and the same shall be properly stored. Within fifteen days of signing of the Contract, the Contractor shall submit the material procurement schedule for approval of Project Manager for all materials to be procured by the Contractor.

*Abhishek*

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**23.4 List of Materials & Makes:**

Within one week from the award of the Contract, the Contractor shall submit for the approval of the Project Manager a complete list of all materials and equipment the Contractor and his Sub-Contractors propose to use in the Work, of definite makes, which differ in any respect from those specified, or the particular make where more than one is specified in the tender. The Contractor shall also list materials and the items not specifically mentioned in the Contract Documents but which are reasonably inferred and are necessary for the proper execution and completion of the Work.

**23.5 Storage of materials and equipment at site**

The Contractor shall, at his own cost, provide adequate storage sheds and yards at the Site, at locations pre-approved by the Project Manager, for all materials and equipment that are to be incorporated in the Work. This shall be for all the materials and equipment, supplied by the Contractor or any Sub-Contractor. In addition to being watertight and weatherproof, the storage facilities shall be of such a manner that all the materials and equipment are adequately protected in every way from any deterioration or contamination or damage whatsoever, to the complete satisfaction of the Project Manager. The method of storing of all the materials and equipment shall be in conformity with the Specifications and/or to the directions and instructions of the Project Manager. Should any of the materials or equipment deteriorate or be contaminated or damaged in any way due to improper storage or for any other reason then such materials and equipment shall not be incorporated in the Work and shall be removed forthwith from the Site and the replacement of all such materials and equipment shall be entirely at the cost and expense of the Contractor. The Contractor shall be responsible for also providing, at his own cost, proper and adequate security for all the materials and equipment stored at the Site so as to prevent any theft, pilferage etc., and the Contractor shall be responsible and liable for all the matters in connection with such security or the lack thereof. Where, after permission has been sought and obtained from the Project Manager, any material or equipment is kept on any portion of the structure, this shall be done in such a manner as to prevent any overloading whatsoever of the structure, to the complete satisfaction of the Project Manager. The cost associated with any damage to any portion of the structure in this respect shall be to the account of the Contractor and shall be borne by him.

Should delays be caused on account of removal and replacement of any materials or equipment or on account of any lack of security, the Contractor shall not be entitled to any extension of time or increase in the Contract Price.


Wherever applicable the storage of materials shall be in accordance with the relevant Indian Standard Specifications.

**23.6 Right Type of Workmen, Plant and Machinery, Jigs, Tools, etc.:**

The Contractor shall employ the right type of workmen, plant and machinery, jigs, tools etc. to fabricate and/or install all materials and equipment. They shall be fabricated and/or installed without any damage and in accordance with the manufacturer's instructions and manuals, and to the satisfaction of the Project Manager.

**23.7 Inspection:**

Quality inspection of material by PVVNL, wherever required, shall be ensured by the successful bidder prior to dispatch of material, at no extra cost. The onus shall be on the Contractor to get such inspections carried out and obtain such approvals from PVVNL. Should the Contractor fail to comply with these requirements, then all additional or redoing of work necessitated as a consequence thereof shall be at the Contractor's cost and expense. No inspection or approval shall relieve the Contractor of any of his responsibilities, obligations and liabilities under the Contract. No defective workmanship shall be repaired or patched up in any way without inspection and direction of the Project Manager.



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Rejected workmanship shall be immediately corrected and rectified and rejected materials and equipment shall be removed and replaced with proper, specified and required materials and equipment, by the Contractor to the approval and satisfaction of the Project Manager. The cost of all such correction and rectification and such removal and replacement shall be to the account of the Contractor and shall be borne by him, and also, the Contractor shall be responsible for all delays in this regard. The Contractor shall promptly segregate and remove the rejected materials and equipment from the Site and shall not reuse them in the Work. If the Contractor fails to proceed at once with the correction and rectification of rejected workmanship and/or the removal and replacement of rejected materials and equipment, the Project Manager shall have the right to employ other persons / agencies to correct and rectify such workmanship and/or remove and replace such materials and equipment, and recover the cost thereof from the Contractor, or the Project Manager may terminate the right of the Contractor to proceed further with the Work.

The Contractor shall furnish promptly and without any charge, all facilities, access, labour, materials, plant and tools required and necessary for enabling the Project Manager, to carry out inspections and tests in a safe and convenient manner. The Contractor shall ascertain and ensure that the facilities and access provided for the carrying out of all inspections are completely safe in every respect and the Contractor shall be fully responsible and liable for all matters in connection with such safety.

**23.8 Testing:**

All the tests on materials, equipment, and workmanship that shall be necessary in connection with the execution of the Work, as decided by the Project Manager/PVVNL and as called for in the Contract Documents, shall be carried out at the cost of the Contractor at the place of work or of manufacture or fabrication or at the Site or at an approved testing laboratory or at all or any such places. The Contractor shall provide all assistance, instruments, machines, labour and materials as are required for the examining, measuring and testing as described above, which shall be got calibrated from approved laboratory at the specified frequency to ensure accuracy of results, the testing and all expenses connected with the tests as described above shall be borne by the Contractor.

**23.9 Certificates:**

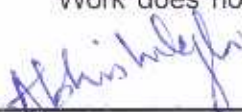
The Contractor shall furnish, at his own cost, test certificates, calibration certificates for the various materials and equipment as called for by the Project Manager. Such test certificates should be for the particular consignment/lot/piece as decided by the Project Manager. The details in respect of the test and calibration certificates shall be as decided by the Project Manager for the relevant items.

**24. This clause is deleted.**

**25. CONSTRUCTION PROGRAMME, SCHEDULES AND PROGRESS REPORTS:**

**25.1 Construction Programme & Schedule:**

- i. The contractor should furnish an overall construction programme utilizing a known CPM software package like Microsoft Project, latest version. The construction programme shall clearly show all the sequential activities of work required to be carried out from the commencement of the Work up to the Virtual Completion.
- ii. Every fortnight, or sooner if required by the Project Manager, the approved programme charts shall be reviewed in relation to the actual progress of the Work, and shall be updated as necessary. If at any time it appears to the Project Manager that the actual progress of the Work does not conform to the approved programme, the Contractor shall produce, at its



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expense and without reimbursement therefor, a revised programme showing the modifications to the approved programme and the additional input of resources by the Contractor necessary to ensure completion of the Work within the time stipulated for completion.

- iii. The submission to and approval by the Project Manager of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of his responsibilities, obligations and liabilities under the Contract.

#### 25.2 Construction Schedules:

Along with the construction programme, the Contractor shall also submit the following monthly schedules in the prescribed format:

- i. Manpower Schedule.
- ii. Cash-flow Schedule.
- iii. Plant and Equipment Schedule
- iv. Materials Schedule (including status and mobilization programme)
- v. Material samples Schedule
- vi. Shop drawings Schedule (including status and delivery)

#### 25.3 Site reports:

The Contractor shall throughout the contract period, submit daily site reports on an approved / prescribed proforma to the Project Manager. The reports will include, but not be limited to:

- i. Record of the Site progress
- ii. Number of employees on the Site
- iii. Number of men employed on individual trades
- iv. Plant and machinery at site (including an indication as to whether the plant is working or standing)
- v. Notification of accidents, if any
- vi. Events influencing the progress of the Work

25.4 The records should include all staff employed by the Contractor as Sub-contractors.

#### 25.5 Site Register:

The Contractor shall maintain a site register that records the name and time of arrival and departure, at Site, of any visitors.

#### 25.6 Progress Reports:

At the end of each month the Contractor shall submit a Weekly progress report in a prescribed / agreed format with the Project Manager. The reports shall include sets of progress photographs taken from pre-determined locations, which illustrate the progression of the Work.

#### 25.7 Employee Records:

The records should include all staff employed by the Contractor and Subcontractors.

#### 25.8 Meetings:

The designated site in-charge from contractor's side will attend and participate in the weekly progress review meetings, schedule review meetings and any other meetings convened by Project Manager where their presence is required, as determined by Project Manager. The designated site safety in-charge of contractor shall attend all safety meetings conducted at job site and also participate in Weekly progress meetings, as required by Project Manager.

### 26 BUREAU OF INDIAN STANDARDS:



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26.1 A reference made to any Indian Standards Specifications in the Contract Documents shall imply reference to the latest version of that Standard, including such revisions/amendments as may be issued, during the currency of the Contract, by the Bureau of Indian Standards and the corresponding clause/s therein shall hold valid in place of those referred to. The Contractor shall keep copies at the Site of all latest publications of relevant BIS Codes and Indian Standards Specifications applicable to the Work at the Site and as listed in the Specifications for quick referencing.

26.2 Amendments to BIS codes announced after finalization of the Contract shall be followed.

## **27. TOLERANCES:**

27.1 The Contractor shall exercise every care to ensure that all structural members are plumb and true to line, level and dimensions called for on the Drawings, for the purposes of structural requirements as well as in order to receive finishes, equipment and similar items. The details of the finishing items are based upon allowing tolerances as per the most stringent requirements laid down in the Contract Documents/Indian Standard Specifications/Best Trade practices and the limits of tolerances shall be in strict conformity with such Documents and Standards. Any variations beyond such limits shall require, in accordance with the directions and to the approval of the Project Manager, rectifications in the structural members and/or wall openings or the remaking or replacing of the finishing elements and / or equipment, fabricated to fit into the openings or spaces shown on the Drawings. All such rectifications or remaking or replacing of work, shall immediately be carried out by the Contractor at his own cost and expense, and he shall be responsible for all delays in this regard. In case such rectification is carried out by BHEL by way of engaging other contractor/sub-contractor, all such costs and expenses to this effect shall be recoverable from the Contractor and shall be deducted by the BHEL from any money that may be payable or that may become payable to the Contractor.

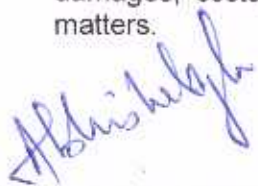
## **28. PROTECTIONS AND CLEANING OF WORKS AND CLEARING OF SITE:**

### **28.1 Protection of works:**

The Contractor shall take full responsibility for the proper care and protection of the Work from commencement of work until completion and handing over of the complete work to the Project Manager at no additional cost. The Contractor shall protect and preserve the Work in every way from any damage, fire or accident, including by providing temporary roofs, boxing or other construction as required by the Project Manager. This protection shall be provided for all property on the Site as well as adjacent to the Site. Should the Contractor fail to protect the Work or any part thereof and should any damage be caused to the same, the Contractor shall be responsible for all replacement and rectification, as directed by the Project Manager, and all costs and expenses in connection with such replacement and rectification shall be to the account of the Contractor and shall be borne by him.

28.2 The Contractor shall in connection with the Work provide and maintain at his own cost all lights, security guards, fencing and anything else necessary for the protection of the Work and for the safety of the public and everyone associated with the Work, all to the approval and satisfaction of the Project Manager.

28.3 All operations necessary for the execution of the Work shall be carried out so as not to interfere with the convenience of the public, or with the traffic, or the access to, use and occupation of public or private roads and footpaths or of properties whether in the possession of the BHEL or of any other person. The Contractor shall indemnify BHEL in respect of all claims, proceedings, damages, costs, charges, and expenses whatsoever arising out of or in relation to any such matters.



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**28.4 CLEANING OF WORKS AND CLEARING OF SITE:** The Contractor shall maintain the Site, adjoining areas all around site and all Work thereon in neat, clean and tidy-conditions at all times. The Contractor shall remove all rubbish and debris from the Site and adjoining areas on daily basis and as directed by the Project Manager. Suitable steel skips shall be provided at strategic locations around the Site to receive waste and packaging materials.

**28.5** Just prior to the Virtual Completion of the Work, or whenever so directed by the Project Manager, the Contractor shall carry out all the work necessary to ensure that the Site & 20 meter area all around site is clear and the Work are clean in every respect, the surplus materials, debris, sheds and all other temporary structures are removed from the Site, all plant and machinery of the Contractor are removed from site, the areas under floors are cleared of rubbish, the gutters and drains are cleared, the doors and sashes are eased, the locks and fastenings are oiled, all electrical, plumbing and other services are tested and commissioned, the keys are clearly labelled and handed to the Project Manager, so that at the time of Virtual Completion the whole Site and the Work are left fit for immediate occupation and use, to the approval and satisfaction of the Project Manager.

**28.6** Should the Contractor fail to comply with the cleaning requirements, whether progressively or before completion, or fail to clear the Site as directed and required, then the Project Manager, after giving due notice in writing to the Contractor, shall have the right to employ other persons or agencies to carry out the cleaning and/or clearing work and all costs incurred on such work shall be recovered from the Contractor and shall be deducted by the BHEL from any money that may be payable or that may become payable to the Contractor.

## **29 METHOD OF MEASUREMENT: - WORKS TO BE MEASURED JOINTLY**

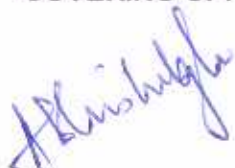
**29.1** The Project Manager shall, except as otherwise stated, ascertain and determine by measurement **carried out jointly with the contractor's authorized representative**, the value of work done in accordance with the contract. He shall, when he requires any part or parts of the works to be measured, give notice to the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to make measurements of the work done in the presence of the Project Manager or his representative and shall furnish all particulars required by the Project Manager for his approval. Should the Contractor not attend or neglect or omit to send such agent or to furnish all particulars required by the Project Manager, the measurements made by the Project Manager or approved by him shall be taken to be the correct measurements of the work. Any measurements made by contractor or the Project manager and approved by the Project manager, if found to be incorrect at a later stage will be corrected subsequently and the contractor shall fully cooperate in doing so with the Project manager.

**29.2** For the purpose of measuring such permanent work as is to be measured by record drawings, the Contractor's representative shall prepare record drawings month by month of such work done or as and when called upon to do so by the Project Manager in writing and submit the same to the Project Manager for his approval. Should the Contractor neglect or omit to prepare and submit such record drawings, the Project Manager will have the same prepared himself and they shall be taken to be correct.

### **29.3 Method of Measurement:**

Where works have to be measured for any purpose, whatsoever, it shall be in accordance with relevant IS standards, otherwise, specifically indicated in the contract.

## **30 COVERING UP:**



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**The Contractor shall give at least 24 hours clear notice in writing to the Project Manager before covering up any of the underground work** or any other such areas in order that inspection of the work may be carried out for maintaining proper quality control. In the event of the Contractor failing to provide such notice he shall, at his own expense, uncover such work as required to allow the inspection to be taken and thereafter shall reinstate the work to the satisfaction of the Project Manager.

**31 Withholding of payments:**

The Project Manager may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the BHEL from loss on account of including but not limited to the following:

- i. Defective work not remedied by the Contractor.
- ii. Failure of the Contractor to make payments properly and regularly to his own workers, to his Sub-Contractors, to his suppliers.
- iii. Damage by the Contractor to the work of any other agency.
- iv. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
- v. A reasonable doubt that the Contractor intends to leave work items incomplete.
- vi. Failure of the Contractor to execute the Work in conformity with the Contract Documents.
- vii. Failure of the Contractor to meet or keep-up with the approved Construction Programme.
- viii. Failure of the Contractor to comply with and fulfill all contractual obligations and liabilities stipulated in the Contract Documents.

**32. PAYMENT TO SUB-CONTRACTOR / VENDOR:**

The final payment of the contractor shall be made subject to submitting an indemnity bond on Rs. 100/- stamp papers stated as under:

"We undertake that payment against subject work order have been made in full to all sub-contractors, vendors. In case any claim is lodged by our sub-contractor, vendor, we shall bear the same and cost thereof and shall not hold BHEL or any of its employee responsible".

**33 RECTIFICATION OF IMPROPER WORK NOTICED:**

If it shall appear to the Project Manager during the progress of the Work that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by the Contractor for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing from the Project Manager specifying the work, materials or articles complained of, notwithstanding that the same may have been passed and certified, forthwith rectify or remove and reconstruct the work so specified in whole, or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period so specified by the Project Manager in his demand aforesaid, the Project Manager may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor, and deduct the expenses from the Retention Money or any sums that may be due at any time thereafter may become due to the Contractor or from his performance bond.

**34 PROGRESS MONITORING AND PERFORMANCE EVALUATION:**

- 34.1 A detailed plan / programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and



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Contractor, before commencement of work (Clause No. 2.5.4 of GCC may be referred). The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. **The detailed plan/ program for completion of the contractual scope of work shall require to be furnished by the contractor within 15 days from the date of LOA/ Handing over of vacant site whichever is later for approval of BHEL.**

34.2 Progress will be reviewed physically on a periodic basis (Daily/Weekly/Monthly) vis - a - vis this jointly agreed programme. The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc. as desired by BHEL.

34.3 Progress shall also be reviewed financially on a periodic basis. If at any point of time, the exceedance of contract value is anticipated, the same shall be immediately brought to the notice of BHEL by the contractor. The contractor shall in no case proceed with the work beyond the contract value without written permission from BHEL's Project Manager. The contractor to note that the tendered work is against a capital project and requires approval of competent authority for any exceedance in value as per extant BHEL's policy.

34.4 Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc, and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.

34.5 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL. For recording all sort of hindrances in project execution, a hindrance register should be maintained at site in the prescribed format and to be jointly signed by BHEL as well as contractor whenever such recording is done.

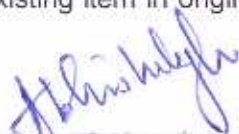
34.6 Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Annual/Overall Performance Evaluation' of the Contractor and also for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.

### 35 EXTRA WORKS/ EXTRA ITEM OF WORKS

35.1 Any work which is not part of the scope of contract but essentially required to be carried out for successful accomplishment of the task envisaged under the contract shall be termed as extra work. This may be because of an act of simple omission and/or alteration/modification/change as ordered by Project Manager to suit to the requirement. This may or may not necessitate execution of extra item. Extra item is an item which is not provided in the Price Schedule/BOQ.

35.2 The need for execution of extra item may be necessitated also because of omission of relevant item in original price schedule which is considered essential for the completion of task envisaged in the scope of work.

35.3 The need for execution of extra item may be necessitated also because of substitution of an existing item in original price schedule which is considered essential for the completion of task



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envisaged in the scope of work due to improvement envisaged during execution or non-availability or obsolescence of the item provided in the price schedule. One item of original schedule may require to be substituted by one or more extra items.

35.4 In the event of arising of situation as above, the contractor shall immediately bring it to the notice of BHEL in writing. The issue shall be examined by BHEL for its admittance as extra work/extra item of work in the back drop of tender specification & scope of work. BHEL shall inform the contractor regarding admissibility/inadmissibility of the notified extra work/extra item of work within 7(seven) days from receipt of such notice from the contractor.

35.5 The contractor shall proceed with the execution of such extra work/extra item of work only after written permission from the project manager. The decision of BHEL Project Manager with respect to extra work/extra item of work shall be final and binding on the contractor. The contractor shall not suspend or abandon the work for any reason whatsoever including finalization of rates of extra item and proceed with the work once written order for execution of extra work/ extra item of work is given by the Project Manager.

35.6 The claim of such extra work/extra item of work shall be settled in the manner as mentioned below:

34.6.1 If item for the identical work is already available in the price schedule of the contract, it shall be paid as per the rate awarded for the item and shall not be construed as extra item.

34.6.2 If item is not available in the price schedule of the contract, it will be paid under the head 'extra item'. The rate of the extra items shall be determined as under:

34.6.2.1 **From DSR (Delhi Schedule of Rates) item:** If the extra item is available in DSR, the rate of DSR (latest version) of the item shall form the basis for derivation of preliminary rate. All input taxes on material shall be taken out for deriving preliminary rate. Over and above the preliminary rate so arrived, % tender excess [plus (+) or minus (-)] shall be applied to arrive at final rate of extra item. For the calculation of tender excess, total value of all DSR items of the price schedule based on DSR (latest version) rate shall be calculated after due accounting of input tax credit in each DSR item's rate as above and the total value so arrived shall be compared with total value of all DSR items of Price Schedule worked out on the basis of awarded rate.

34.6.2.2 **From similar DSR item with rates of material & labour component as per DSR:** If the rate of the extra item cannot be decided in the manner above, the preliminary rate shall be derived on the basis of DAR (Delhi Analysis of Rates) of similar item available in DSR by substitution of material component in the rate analysis by relevant material component for which rate(s) is/are available elsewhere in DSR (latest version) with deduction for all input taxes as per 34.5.2.1. Over and above the preliminary rate so arrived, % tender excess [plus (+) or minus (-)] shall be applied to arrive at final rate of extra item.

34.6.2.3 **From similar DSR item with rates of material & labour component as prevalent in the market:** If the rate of the extra item cannot be decided in any of the manners above, the preliminary rate shall be decided on the basis of DAR of similar item available in DSR considering market rate of material (excluding all taxes) including transportation, packing & forwarding, insurance complete (i.e. FOR site rate) & labour rate of various categories prevalent (as notified by the state Government) at the time of start of execution of extra item. Over and above preliminary rate, employer contribution towards PF &

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ESI @ 16.75% on labour portion shall be added. Over the value so arrived BOCW @ 1% shall be added to arrive at the final rate of extra item.

34.6.2.4

**Extra Item rate derived purely on the basis of market rates with actual consumption of material & labour:** If the rate of extra item cannot be determined in any of the manners specified above then the rate for such item of work shall be determined on the basis of actual consumption of materials, including wastages if any and actual use of labour, as detailed below. For actual consumption of material & labour a joint record shall be maintained at site.

- i. Cost of materials excluding all taxes actually incorporated in work including wastages & transportation if any at market rate (FOR site) prevalent at the time of start of execution of extra item.
- ii. Cost of labour actually used in the work at the prevailing rates of labour of various categories at work site (as notified by state Govt.) at the time of start of execution. If the category of labour deployed is different from the categories notified by State Government. The rate as prevalent in the market shall be applied.
- iii. 15% of the costs worked out as above at (i) and (ii), towards Contractor's establishment, water & electricity charges, tool & plants, all other incidental costs, overheads & profit to be added to derive preliminary rate.
- iv. Over & above preliminary rate employer contribution towards PF & ESI @ 16.75% on labour portion as worked out at (ii) above shall be added. On the value so arrived BOCW@ 1% shall be added to arrive at final rate of extra item.
- v. For this purpose, the Contractor shall submit to the Project Manager detailed analysis of the rate proposed by the Contractor supported by relevant vouchers along with the estimated quantity of item of work involved.

**Note:**

1. For the purpose of consideration of market rate of material component and prevalent rate of labour component, the time of start of execution of extra item shall be reckoned from the date of written permission to the contractor for execution of extra item
2. The contractor shall submit the detailed proposal for approval of extra item as admitted along with proposed rate determined in the manner specified above within a period of 15 days from the date of issue of letter by BHEL with regard to admissibility of extra work/ extra item of work except for items falling under 34.6.2.4. For items under 34.6.2.4, proposal can be submitted upon execution of the item to the extent required for fair assessment of quantities of material & labour.
3. BHEL shall independently verify the market rate of material and labour (for un- notified category by State Government). Rate of extra item shall be analysed as per rate of material & labour so verified by BHEL. BHEL's decision in this regard shall be final & binding on the contractor.
4. The decision of BHEL Project Manager with respect to extra work/extra item of work shall be final and binding on the contractor.
5. The extra item proposal submitted by the contractor complete in all respect with all supporting documents & clarifications shall be processed within 90 days from the receipt of the same.
6. For derivation of rates of extra item, similar item's rate of price schedule shall not form the basis. Derivation of rates of extra items shall only be done in the manner specified above.

**36 NON-TENDERED/EXTRA ITEMS AND QUANTITIES EXCEEDING THE TENDERED QUANTITIES:**



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The contractor shall immediately and before procurement and execution of the work obtain a written approval of the variation order from the Project Manager for non-tendered /extra items and quantities exceeding the tendered quantities. No payments will be entertained without the Project Manager's written approval of the change / variation order. The onus shall be on the Contractor to obtain such prior written variation order from the Project Manager.

### 37 COMMENCEMENT OF WORK:

- 37.1 The contractor shall commence the work as per the time indicated in the Letter of Award from BHEL and shall proceed with the same with due expedition without delay.
- 37.2 If the contractor fails to start the work within stipulated time as per LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 37.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.
- 37.4 The bidder has to mobilize all resources and commence the work with-in 15 days from the date of award of work or handing over of site whichever is later with due expedition without delay. The responsibility of contractor under this Contract commences from the date of issue of the Letter of Intent.
- 37.5 The contractor shall submit a detailed implementation/execution schedule using MS Project/ Prima Vera software in hard & soft copy, within 15 days from the date of award of work considering the overall project completion schedule for approval of BHEL. On non-submission of detailed execution schedule the contractor may not be allowed to start the work and delay to this account shall be attributable to the contractor only. This schedule shall be approved by BHEL and the same will form the basis for monitoring the progress of work.

### 38 TIME OF COMPLETION:

- 38.1 **Time as the essence of the contract:** The time allowed for carrying out the Work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract. The Work shall proceed with due diligence until Final Completion. The Contractor shall prepare a Construction Programme with time schedule keeping in view the completion period stipulated for the overall completion of work and submit the same for the approval of the Project Manager. The Contractor shall comply with the time schedule as approved by the Project Manager. In the event of the Contractor failing to comply with the overall time schedules, he shall be liable to pay penalty as provided for in this Contract.
- 38.2 Entire work as detailed in tender specification shall be completed within 5 months from the date of commencement as stipulated in LOA/ Work Order.



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- 38.3 The entire work shall be completed by the contractor within this time schedule or within such extended periods of time as may be allowed by BHEL under relevant clause of the tender.

### 39 EXTENSION OF TIME FOR COMPLETION:

- 39.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.
- 39.2 Based on the monthly reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
- 39.3 However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.
- 39.4 A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.
- 39.5 During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program and will not stop the work. Any delay due to stoppage of work shall be attributable to the contractor.
- 39.6 At the end of total work completion as certified by BHEL Project Manager, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. Penalty shall be imposed/levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.
- 39.7 **Causes of delay for which claims for extension of time may be considered;** The Contractor shall be entitled to claim for extension of time, subject to the Conditions herein, should he be delayed or impeded in the execution of the Work by reason of the following:
- i. Force Majeure as defined in the contract.
  - ii. Any change orders directed by the Project Manager, which in the opinion of the Project Manager entail the requirement of additional time for completion of the Work.



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- 39.8 **Extension of Time** - In respect of conditions mentioned above, the Contractor shall submit in writing to the Project Manager his intention to claim for an extension of time within seven (7) working days of any of the above mentioned reasons or events causing a delay. Any claim of extension of time in respect of item (iii) shall be notified by the Contractor before such change order is actually issued. The Contractor shall thereafter detail and submit his claim for the extension of time within fourteen (14) working days of such delay having occurred. If the Contractor does not comply with both these conditions for each and every delay caused by any of the above-mentioned reasons or events, then he shall not be entitled to any extension of time.
- 39.9 **Claim of Extension of Time** - The Project Manager shall study and verify the particulars of the claim for extension of time submitted by the Contractor and shall then reject or amend or accept the claim. He will extend the time by notifying the Contractor in writing for completion of the Work by such period as he shall think adequate with the prior approval and the time for completion of the Work so extended shall for all purposes of the Contract be deemed the time specified for completion of the Work. The decision of the Project Manager in this regard shall be final and binding on the Contractor. No extension of time shall be granted separately for any concurrent or parallel activities, and only a delay, caused by any of the above-mentioned reasons or events, in a critical activity, which has a direct effect on the overall completion of the Work, shall form a basis for granting extension of time.
- 39.10 **Deletion or changes in the scope of work** - Should any deletions or changes in the scope of the Work reduce the time required to complete the Work under the Contract, then the time savings accruing from such deletions may be considered by the Project Manager in offsetting the durations awarded for an extension of time.

#### 40 QUANTITY VARIATION:

- 40.1 The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side) limited to  $\pm 15\%$  of the awarded contract value. The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 15% of awarded contract value.
- 40.2 Compensation due to variation of final executed value in excess of the limits defined in clause above, shall be as follows:
- In case the finally executed contract value reduces below the lower limit of awarded Contract Value due to quantity variation specified above, the contractor will be eligible for compensation @ 15% of the difference between the lower limit of the awarded contract value and the actual executed contract value.
  - In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, there will be no upward revision in the rates for the individual items and also contractor is not eligible for any compensation.

#### 41 PENALTY/ LD:

The total work under scope is to be completed within the completion time mentioned. Delay in completion that may take place beyond contractual schedule OR any extension thereof for the reasons attributable to the contractor shall be subject to imposition of penalty at the rate of 0.5 % of the total contract value of work for every



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week of delay or part thereof subject to maximum ceiling of 10% of the total contract value or executed value of works, whichever is higher.

#### 42 PAYMENTS:

- a) No advance payment, of any kind whatsoever, will be made to the successful bidder/contractor.
- b) Payment of each monthly running bill will be limited to 90% and balance 10% of each running bill amount (gross value) will be retained by BHEL as retention amount. The running bill of the contractor will be processed & payment shall be released within 15 days from the date of submission of the bill complete in all respects with all required documents enclosed as per contract. Only one running bill shall be admitted in each calendar month.
- c) The processing of bill shall also require signing of measurement books by the contractor when called for to do so. In the event of delay in signing of MB by the contractor the processing of bill may get delayed, BHEL shall not be responsible for any delay in release of payment on account of this.
- d) The date of submission of bill complete in all respect shall be reckoned from the date of submission of the last required document/ clarifications pertaining to the bill by the contractor.
- e) BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL. The payment against final bill shall be released within 60 days from the receipt of bill with complete documentation, clarifications & formalities required as per contract.

Payments to Contractors are made in any one of the following forms:

##### 42.1 Running Account Bills (RA Bills)

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).
- iii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents.
- iv) Recoveries on account of statutory deductions, etc. are made as per terms of contract.
- v) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.
- vi) In order to facilitate part payment, Project Manager at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work

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- vii) Following documents are required to be submitted by the contractor for payments:  
(i) Invoice – original+3 copies ii) Running Account Bill (RAB) signed by Contractor. Original + 3 copies iii) GST paid challan for Previous RAB: 4 Copies iv) ESI/ EPF/ Proof of Wages Paid (as applicable): 4 Copies v) Bank Guarantee (for Security Deposit), if opted by contractor: Original + 3 Copies, along with Measurement Book (MB) jointly signed by BHEL Engineer and Contractor.

#### 42.2 Final Bill

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following:

- i) 'No Claim Certificate' by contractor
- ii) Clearance certificates where ever applicable, various Statutory Authorities like Labor department, PF Authorities, Commercial Tax Department, etc.
- iii) Indemnity bond as per prescribed format

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL. The payment against final bill shall be released within 60 days from the receipt of bill with complete documentation, clarifications & formalities required as per contract.

#### 43 RETENTION AMOUNT:

Retention amount shall be 10% of executed contract value and shall be recovered at the rate of 10% from each running bill admitted. Refund of Retention Amount shall be as follows: -

1. 50% of retention amount along with the final bill.
2. Balance 50% of retention amount shall be retained towards 'Performance Guarantee for Workmanship' and shall become refundable after expiry of Guarantee period, provided all the defects noticed during the guarantee period have been rectified to the satisfaction of BHEL Project Manager, and after deducting all expenses/ other amounts due to BHEL under the contract/other contracts entered into by BHEL with them. This portion of the retention amount can be released on commencement of the Guarantee period, on submission of equivalent bank guarantee.

#### 44 PERFORMANCE GUARANTEE FOR WORKMANSHIP:

- 44.1 Even though the work will be carried out under the supervision of Project Manager the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done **for a period of twelve months from the date of commencement of Defects Liability period**, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Project Manager, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost,



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without prejudice to any other rights and recover the same from the Guarantee money.

**44.2** The Defects Liability Period shall commence from the date of issue of Virtual Completion Certificate by the Project Manager.

**44.3** BHEL shall release the guarantee money subject to the following

- i) Contractor has submitted 'Final Bill'
- ii) Guarantee period as per contract has expired
- iii) Contractor has furnished 'No Claim Certificate' in specified format
- iv) BHEL Project Manager has furnished the 'No Demand Certificate' in specified format
- v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee money refundable.

#### **45 DEDUCTIONS FOR WORK NOT DONE AS PER SPECIFICATIONS:**

**45.1** If the Project Manager deems it inexpedient to get corrected or rectified any work of the Contractor which is defective or damaged or of substandard quality or is generally not in accordance with the Contract Documents, then an equitable and appropriate deduction shall be made thereof from the Contract Price, and the Project Manager's decision in this respect shall be final and binding on the Contractor.

**45.2** Furthermore if, by reason of any accident, or failure, or other event occurring to, in or in connection with the Work, or any part thereof, either during the execution of the Work or during the Defects Liability Period, any remedial or other work or repair shall, in the opinion of the Project Manager, be urgently necessary for the safety of the Work, or any part thereof, and the Contractor is unable or unwilling to immediately and at once do such work or repair, the Project Manager may employ and pay other persons or agencies to carry out such work or repair as the Project Manager may consider necessary. If the work or repair so done by other persons or agencies is work which, in the opinion of the Project Manager, the Contractor was liable to do at his own expense under the Contract, then all expenses incurred by the BHEL in connection with such work or repair shall be recovered from the Contractor and shall be deducted by the BHEL from any money that may be payable or that may become payable to the Contractor or from the Contractor's performance bond.

**45.3** The defective or uncorrected work of the Contractor at any stage (during or after completion of work) may adversely affect or damage the work of other Vendors. Contractor shall at his own cost immediately rectify, correct or replace both his defective work as well as the work of the other Vendors so damaged, within the time period stipulated by the Project Manager, so as not to effect the progress and quality of other Vendor's work. In case the Contractor fails to do the necessary corrections to the satisfaction of Project Manager or unduly delays the correction work, then the Project Manager shall be at liberty to get the correction work done and if the correction work is not possible, then any extra work necessary to cover the defect or damage, done through same / any other Vendor at Contractor's cost.



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Actual costs including any incidentals thereof incurred by the BHEL on such corrections / extra works shall be recovered from the payments or any amounts due to the Contractor.

**46 NO FINANCIAL OR OTHER COMPENSATION FOR DELAYS:**

The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or in executing or in completing the Work, whatever might be the cause of the delay.

**47 SUFFICIENCY OF TENDER:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices stated in the priced bill of quantities and the schedule of rates and prices, if any. The tender rates and prices shall cover all his obligations under the Contract and all matters and things necessary, for the proper completion and maintenance of the Work.

**48 PROPRIETY & OCCUPATION OF EXECUTED WORK:**

All executed work, whether in part or in whole shall be the exclusive property of the BHEL. The Contractor or any of his Sub-Contractors or their employees or workmen or servants or agents shall not be entitled to the use of any such work except for the purpose of carrying out subsequent work that is required to be carried out under the Contract or to complete the Project. The BHEL shall have the right to occupy and take over the Work or any part thereof at any time during the progress of the Work or upon their completion, irrespective of any pending claims or disputes that the Contractor may have against the BHEL. Such occupation shall not relieve the Contractor of any of its obligations under the Contract.

**49 INDEMNITY:**

49.1 The Contractor shall indemnify, defend and hold and keep indemnified, the BHEL, including their employees, officers, representatives, servants, agents, suppliers, vendors and any other persons claiming through or under them from and against all actions, suits, claims costs, liabilities and demands brought or made against the BHEL in respect of:

- i) any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work; or
- ii) any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor's about performance under this Contract; or
- iii) against any loss or damage to the BHEL in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work and the Project Coordination Services under this Contract; including but not limited to a) meeting the Project milestones, b) non-compliance with the applicable laws and regulations of the government and local authorities, c) not obtaining the relevant licenses and permits, d) infringing any patents rights specifically regarding use, storage and disposal of hazardous materials. The obligations of the Contractor under this clause shall survive the termination or expiry of this Contract.

49.2 The Contractor shall ensure that the Sub-Contractors indemnify, defend and hold, and keep indemnified the BHEL, including their employees, officers, representatives, servants, agents, suppliers, vendors and any other persons

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claiming through or under them harmless from all actions, suits, claims, costs, fines, judgements and liabilities in respect of:

- a) any matter or thing done or omitted to be done by the Sub-Contractors or their employees, workmen, representatives, agents, servants and suppliers in execution of or in connection with the Work; or
- b) any matter or thing done or omitted to be done by the Sub-Contractors or their employees, workmen, representatives, agents, servants and suppliers arising out of or in any way alleged to be in connection with Sub-Contractors' performance under this Contract; including but not limited to a) not meeting the Project milestones, b) non-compliance with the applicable laws and regulations of the government and local authorities, c) not obtaining the relevant licenses and permits, d) infringing any patents rights and specifically regarding the storage, use or disposal by the Sub-Contractors of hazardous materials in, on or under the Site or at any location whatsoever in connection with the Project in any way.

The Sub-Contractors' responsibility under this indemnification shall also include any and all hazardous materials introduced to the Site by their agents, representatives, employees, workmen, servants and suppliers. The obligations of Sub-Contractors under this clause survive the termination or expiry of this Contract.

#### 50 RECTIFICATION OF WORK BEFORE VIRTUAL COMPLETION OF WORKS:

The Project Manager shall conduct an extensive inspection just prior to the Virtual Completion of the Work and shall prepare a list of materials, equipment, and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the Contract Documents. The Contractor to the satisfaction of the Project Manager shall promptly remove, replace, re-execute, rectify and make good, to conform to the requirements stipulated in the Contract Documents, all such materials, equipment, and/or workmanship included or itemized in the said list and the Contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other contractors destroyed or damaged by such removal, replacement, re-execution, rectification and making good. If the Contractor fails to remove, replace, re-execute, rectify and make good the rejected materials, equipment, and/or workmanship within a reasonable time, fixed by written notice, the BHEL may employ and pay other persons or agencies to carry out such removal, replacement, re-execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental thereto shall be recovered from the Contractor and shall be deducted by the BHEL from any money that may be payable or that may become payable to the Contractor. It is clarified that all materials shall be procured by the Contractor at his own cost for construction of work.

#### 51 VIRTUAL COMPLETION OF WORKS:

- 51.1 The Works shall be considered as Virtually Complete only upon fulfillment of the procedure laid down in contract, and only after the Work has been completed in every respect in conformity with the Contract Documents and after all the systems and services have been tested and commissioned, and after the Site has been cleared and the Work cleaned in accordance with contract and when the Project Manager has certified in writing that the Work is Virtually Complete. **The Defects Liability Period shall commence from the date of such Certificate of Virtual Completion.**



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- 51.2 Should, before Virtual Completion, the BHEL decide to occupy any portion of the Work or use any part of any equipment, the same shall not constitute an acceptance of any part of the Work or of any equipment, unless so stated in writing by the Project Manager.
- 51.3 **Prior to the issue of the Virtual Completion Certificate, the Contractor shall submit and hand-over to the BHEL the keys to all locks, all operation and maintenance manuals for systems and services, material reconciliation statements, warranties, as built drawings, any spares called for in the Contract, and everything else necessary for the proper use and maintenance of the Work complete with all systems and services.**

## 52 GUARANTEES:

- 52.1 The Contractor understands and agrees that the BHEL is expressly relying and will continue to rely on the skill and judgment of the Contractor in executing the Work and remedying any defects in the Work. The Contract represents and warrants that:
- The Contractor shall perform the Work in a timely manner, in strict accordance with the Contract Documents, and consistent with generally accepted professional, construction and construction-supervision practices and standards provided by an experienced and competent professional contractor and construction supervisor rendered under the same or similar circumstances.
  - The Contractor is and will be responsible to the BHEL for the acts and omissions of all Sub-Contractors and their respective employees, agents and invitees and all the persons performing any of the Work.
- 52.2 **Besides the guarantees required and specified elsewhere in the Contract Documents, the Contractor shall in general guarantee all work executed by the Contractor and the Sub-Contractors for Defects Liability Period from the date of issue of the Virtual Completion Certificate.**
- 52.3 For certain items, over & above the contractor's guarantee, manufacturer's warranty for more than one year has been sought in the tender. For such items, manufacturer's warranty for required period shall have to be provided to BHEL by the manufacturer. Towards this end, a warranty certificate from the manufacturer to BHEL shall have to be submitted by the contractor.
- 52.4 The Contractor represents, warrants and guarantees to the BHEL, inter alias that:
- The construction of the Project shall be approved and capable of use, operation, performance and maintenance for accomplishing the purpose for which it has been built and acquired.
  - The Work shall comply with the Specifications, Drawings, and other Contract Documents.
  - The Work shall, for Defect Liability Period from the date of issue of the Virtual Completion Certificate, be free from all defects and the Project shall be of structural soundness, durability, ease of maintenance, weather tightness etc.
  - The materials, workmanship, fabrication and construction shall be of the specified and agreed quality and all materials shall be new.
  - The Work performed for the BHEL shall be free from all liens, charges, claims of whatsoever nature from any party other than the BHEL.
- 52.5 Where, during such guarantee periods as mentioned above, any material or equipment or workmanship or generally any item of work fails to comply or perform in conformity with

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the requirements stipulated in the Contract Documents or in accordance with the criteria and provisions of the guarantee, the Contractor shall be responsible for and shall bear and pay all costs and expenses for replacing and/or rectifying and making good such materials, equipment, workmanship, and items of work and, in addition, the Contractor shall be also responsible for and shall bear and pay all costs and expenses in connection with any damages and/or losses suffered as a consequence of such failure. All guarantees required under the Contract shall be in the format approved by the Project Manager and submitted to the Project Manager by the Contractor when requesting certification of the final bill.

### 53 DEFECTS LIABILITY:

The Defect Liability Period shall be 12 months from the date of issue of Virtual Completion Certificate by the Project Manager as mentioned in the Contract.

**53.1 Maintenance by contractor during defects liability period:** All defective items of work and defects noticed and brought to the attention of the Contractor during the Defects Liability Period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the Contractor at his own cost, to the complete satisfaction of the BHEL.

**53.2 Replacement and/or rectification and making good by contractors of all defective materials, equipment and/or workmanship during defects liability period:**

The Contractor shall replace and/or rectify and make good, at his own cost, and to the satisfaction of the BHEL, all defective items of work and defects arising, in the opinion of the Project Manager, from materials, equipment, and/or workmanship not performing or being in accordance with the Drawings or Specifications or the instructions of the Project Manager or other Contract Documents or the best engineering and construction practices, and which may appear or come to notice within Defects Liability Period after Virtual Completion of the Work. **Any item, material or matter repaired or replaced shall receive a new Defects Liability Period of like duration beginning from the date of the repaired or replaced item, material or matter is returned for use to the BHEL, provided that the aggregate guarantee period shall not exceed 24 months.** The Contractor shall be also liable for all costs associated with damages and/or losses which are a consequence of such defective items of work and defects, and such costs shall be recouped by Project Manager from the Contractor and shall be recovered from the Retention Money held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time), or the same would otherwise be recovered from the Contractor.

**It is clarified that all materials shall be procured by the contractor at his own cost for carrying out work. No charges shall be paid on this account.**

On failure of the contractor to rectify, correct or replace the defective works or on undue delay on part of the contractor for the same, the Project Manager shall be at liberty to undertake the correction works by itself or through any Vendor at the Contractor's cost. All such costs including any incidentals thereof incurred by the Project Manager shall be recovered from the Contractor's payments or from any amounts due to the Contractor.

Taking over of the works prior to completion of the Defects Liability Period by the Project Manager, shall not discharge the contractor of his responsibilities

*Abhishek*

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for the balance Defects Liability Period and the Defects Liability Period shall remain in force till completion of Defects Liability Period as mentioned in the contract.

On removal of all the defects, handing over to the Project Manager and successful completion of the Defects Liability Period by the Contractor, the Project Manager shall take over and issue the Final Completion Certificate to the contractor and the Defects Liability Period shall be deemed to be complete.

**53.3 Response Time for attending complaints during defect liability period:** All complaints during the defect liability period should be attended within 3 working days from the intimation given to the contractor by BHEL regarding defect observed and resolved within 15 days. For every day delay beyond 15 days shall attract penalty of Rs. 2000 per day which shall be adjusted from any amount due to the contractor available with BHEL including retention amount.

**53.4 Maintenance/ servicing of the equipment for the defect liability period:** During the defect liability period, time to time check-up/maintenance/service shall have to be provided by the contractor, at no extra cost, for plant/machinery/equipment supplied under the contract, as per the maintenance schedule recommended by the respective manufacturer.

**53.5 Final completion of the work:** The Work shall be considered as finally complete at the end of the Defects Liability Period subject to the Contractor having replaced and/or rectified and made good all the defective items of work and defects and hand over the building in accordance with clause above, to the satisfaction of the Project Manager, and provided that the Contractor has performed all his obligations and fulfilled all his liabilities under the Contract, and when the Project Manager has certified in writing that the work are finally complete.

#### **54 INTELLECTUAL PROPERTY RIGHTS:**

**54.1** It is hereby acknowledged and agreed that the BHEL has commissioned the Work in connection with the Project and accordingly BHELship of all intellectual property rights, including but not limited to property rights in the design and in all Drawings, Specifications and documents prepared by the Architects, the Contractor and any Sub-Contractors or Vendors belongs and shall be assigned solely to the BHEL who shall be entitled to deal with the designs, Drawings, Specifications and documents in whole or in part, in any manner in the BHEL's sole discretion, directly or through the Project Manager. The Contractor hereby disclaims any right whatsoever on these intellectual property rights in which cases the BHEL shall be duly informed in that regard. This intellectual property right entitlement shall extend to any maintenance, repair and renewal, reinstatement and enlargement of the Project. The Contractor shall ensure that any provisions of this type necessary to protect the intellectual property rights of the BHEL are included in all its contracts with Sub-Contractors.

**54.2** All communications, whether written or oral, including but not limited to this Contract, its Annexures, Drawings, data sheets, Specifications, bills of material, sketches, calculations, designs and all other materials shall be treated as confidential and shall be the exclusive property of the BHEL unless otherwise agreed in writing and must be given to the BHEL upon request, but in any event

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all such materials shall be delivered to the BHEL upon termination/expiry of this Contract.

- 54.3 The Contractor agrees that it and its employees, agents, Sub- Contractors and consultants shall not (without the prior written consent of the BHEL) during the term of this Contract or thereafter, disclose, make commercial or other use of, give or sell to any person, firm or corporation, any information received directly or indirectly from the BHEL or acquired or developed in the course of the Work, Project or this Contract, including by way of example only, ideas, inventions, methods, designs, formulae, systems, improvements, prices, discounts, business affairs, trade secrets, products, product specifications, manufacturing processes, data and know-how and technical information of any kind whatsoever unless such information has been publicly disclosed by authorized officials of the BHEL. The Contractor agrees that prior to assigning any employee or agent or hiring any Sub -Contractor or consultant to work on this Project, such employee, agent, Sub-Contractor or consultant shall be required to execute a document containing in substance and form, a confidentiality provision similar to this provision.
- 54.4 The Contractor shall not, without the Project Manager's prior consent:
- Take any photographs or videos of the Project (or any part thereof) for use otherwise than in connection with carrying out and completion of the Project;
  - Write for publication, or cause, information or comment or pictures about the Project;
  - Supply to any third person such as actual and prospective clients, contractors, publishers, other interested parties and the like, the designs and any articles or information relating to the Project; and
  - Give interviews to the press including television, radio print and the like regarding the Project or the Contractor's involvement in the Work.
- 54.5 Notwithstanding the foregoing, this provision shall not limit the obligation of the Contractor to take photographs and/or videos on a regular basis for the purpose of providing the progress reports required by this Contract.
- 54.6 The Contractor, Sub-Contractors and their respective employees, representatives, agents, servants, workmen and suppliers shall not, during or after the termination/expiry of this Contract, disclose any information pertaining to this Contract or the Project to any person without the prior written consent of the BHEL except when called upon to do so by a valid and lawful direction or order of a statutory or Government authority or an order of a court of law or where any of the parties require production of this document and related information for establishing their respective legal rights.

## 55 GOVERNING LAW:

The governing law of the Contract shall be Indian law.

## 56 STANDARDS OF CONDUCT:

- 56.1 The Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the BHEL. The BHEL will in no event reimburse the Contractor for any costs incurred for purposes inconsistent with such policies.
- 56.2 Compliance with Laws, Rules and Regulations:

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Contractor represents, warrants, certificates and covenants that in connection with performance under this contract that:

- i. It shall, and the Work to be provided hereunder shall, comply with all applicable Local, National, and Central Laws, rules and regulations, including but not limited to those governing building constructions, environmental, safety of persons and property, ESI, workmen compensation, PF and applicable industrial/labour laws, and land development laws, rules and regulations.
- ii. No services provided hereunder will be produced using forced, indentured or convict labour or using the labour of persons in violation of the minimum working age law in the country where the Work are rendered;
- iii. It shall comply with all laws regarding improper or illegal payments, gifts or gratuities; and Contractor agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with this Contract;
- iv. It has not paid or provided and shall not pay, any gratuity for the benefit of any agent, representative or employee of the BHEL other than in accordance with the BHEL's applicable policies; and
- v. It has not, and shall not, engage in any sharing or exchange of prices, costs or other competitive information or take any other collusive conduct with any third party supplier or bidder in connection with the preparation or submission of any bid or proposal to the BHEL or the negotiation of this Contract.
- vi. It will also comply with all rules and regulations of the BHEL which may be in effect at the Facility site regarding employment, passes, badges, smoking, fire prevention, safety and conduct or property. On behalf of the BHEL, Contractor shall request and monitor that such is observed by any Contractor, subcontractors, vendors and each of their employees.

#### 57 TECHNICAL AUDIT BY THIRD PARTY:

The Contractor represents that all Documents, including invoice, vouchers, and financials to settlements, billings and other reports submitted or to be submitted by the Contractor to the BHEL in support of an application payment are true, correct, complete and accurate in all respects. Upon request of the BHEL, the Contractor agrees to cooperate fully with the BHEL in the conduct of a billing and technical audit by an independent agency of the billings by the Contractor for the Work.

The Contractor accepts that the contract / work shall be subject to the technical audit by an independent technical auditor appointed by the BHEL to audit the quality and quantities of the works done by the contractor, and agrees to render all necessary assistance to such agencies / professionals, whose reports / assessments shall be final and binding. Contractor shall fulfill the requirements as per the auditor's assessments at his own cost with in the time stipulated by the Project Manager.

#### 58 CHANGES IN CONTRACTOR'S CONSTITUTION:



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- 58.1 Where the contractor is a Partnership, prior approval in writing shall be obtained from the Project Manager before any change is made in the Constitution of the partnership.
- 58.2 Where the Contractor is an individual or a Hindu Undivided Family business, such written approval from the Project Manager shall likewise be obtained before Contractor enters into any partnership agreement in which the partnership would have the right to carry out the work previously to be undertaken by the Contractor.
- 58.3 If such written prior approval is not obtained by the Contractor, the contract shall be deemed to have been assigned in the contravention of contract and same action taken and consequences ensue, as provided for in the Contract.

## **59 GROUNDS FOR WITHHOLDING PAYMENTS:**

The BHEL may withhold the whole or part of any compensation due to the Contractor to the extent necessary to protect the BHEL from any loss on account of any breach of Contractor's obligations under the Contract. When the cause for withholding is rectified, such amounts then due and owing shall be paid or credited to the Contractor.

## **60 ACCOUNTS AND AUDIT:**

The Contractor agrees to maintain true and accurate financial statements and books of accounts, recording all income and expenditure in relation to the Project ("Books of Accounts"). The Books of Accounts shall, at all times, be maintained at the Site or at the office of the Contractor. The Contractor agrees that the BHEL, shall have the right to conduct (or cause to be conducted) an independent audit of the Books of Accounts at any time during the subsistence of the Contract. Additionally, the Contractor agrees that the Books of Accounts shall be maintained for 36 months subsequent to the expiry/termination of the Contract.

## **61 CONTRACT SIGNING:**

### **61.1 LETTER OF INTENT**

After scrutiny, negotiations and discussions, the BHEL shall issue a Letter of Intent to a selected contractor out of the tenderers, intimating to him the intent/ decision of the BHEL to award the work contract to him.

### **61.2 CONTRACT AGREEMENT**

The successful Tenderer shall enter into agreement with the BHEL on non-judicial stamp paper of appropriate value as per 'Articles of Agreement' enclosed in the tender document with such modifications as may be necessary, within 10 days of LOI. Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of delay, the Earnest Money Deposit (EMD) may be forfeited and the Tender cancelled or the contract enforced as per terms of the Tender and the Tenderer shall thus be bound even though the formal agreement has not been executed and signed by the Tender.

## **62 PROJECT MANAGER INSTRUCTIONS:**

- 62.1 Project Manager may, at his absolute discretion and from time to time, issue further drawings and/ or verbal/ written instructions, details, directions, & explanations, which are hereafter collectively referred to "Project Manager's Instructions" in regard to:
- Variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
  - Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/or Specifications.



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- iii. Removal from the site of any materials brought therein by Contractor and the substitution of any other material therefore.
- iv. Removal and/or re-execution of any work executed by Contractor.
- v. Dismissal from the works of any persons employed therein.
- vi. Opening up for inspection of any work covered up.
- vii. Amending and making good of any defects.

62.2 Contractor shall forthwith comply with and duly execute any work comprised in such "Project Manager's Instructions" provided always that verbal instructions, directions and explanations given to contractor or his representative upon the works by Project Manager shall, if involving a variation, be confirmed in writing by the contractor from the Project Manager within seven days.

62.3 The Contractor shall maintain a Site instruction file at the Site office. All instructions received from the Project Manager relating to the Work shall be retained in the file.

63 This clause is deleted.

#### 64 QUALITY ASSURANCE AND CONTROL PROGRAMME:

The Contractor shall establish an effective quality control system at the Site and implement the same through an independent team consisting of the Contractor's Representative and qualified and experienced engineers and technical personnel to enforce quality control on all items of the Work and the Project at all stages as per the field quality plan and any other stipulations mentioned in the Tender.

The contractor shall submit field quality program(FQP) for various systems within 15 days of Award of work to project manager for his approval.

#### 65 REPORTS & CHECKLISTS BY CONTRACTOR:

Within 15 days of award of contract the contractor shall submit the draft formats for various reports and Checklists for the approval of the Project Manager. During progress of the Work the Contractor shall prepare and submit to the Project Manager various checklists, for having checked various Works at different stages of progress and reports as per the approved formats and at specified frequency.

The Contractor shall file daily category-wise labour return. The report shall indicate scheduled requirement against actual strength.

The Contractor shall prepare weekly reports of planned and actual progress of the Work and the subsequent week's scheduled Work. These will also include material procurement status.

These reports shall be submitted to Project Manager and shall be reviewed in weekly co-ordination meeting.

The Contractor shall submit monthly progress report along with monthly bills.

Further progress charts and schedules shall be prepared by the Contractor as directed by the Project Manager.

Contractor shall submit a safety procedure manual or Company policy on safety. Complying with the SHE Plan and outlining its implementation by the Contractor and including:

- i. Quality Assurance and Control System (Sample format).
- ii. Realistic construction programme/schedule.

Contractor shall maintain and make available all the records pertaining to reports, returns and checklist to the Project Manager during audits (internal as well as external) and make



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necessary corrections, additions and actions based upon the findings / observations of the audits.

#### 66 INSPECTION AND TESTING OF MATERIALS:

- 66.1 The contractor shall arrange inspection and testing of materials as per the Field Quality Plan approved by BHEL or as mentioned anywhere in the Tender.
- 66.2 The contractor shall provide the test equipment for carrying out the tests mentioned in the Field Quality Plan approved by BHEL or tests mentioned anywhere in the Tender, if required.
- 66.3 All such equipment shall be calibrated at specified frequency for accuracy at a Testing Facility approved by the Project Manager and calibration certificates will be submitted to the Project Manager.
- 66.4 The Contractor shall get other tests carried out at his own cost at approved laboratory as per the directions of the Project Manager.

#### 67 TESTING OF INSTALLATIONS:

The Contractor shall also perform all such tests as may be necessary and required by the Project Manager to ensure quality of the executed works and by local authorities to meet Municipal and other bye-laws, regulations in force. The Contractor shall provide all labour, equipment, and materials etc., required for the performance of the tests.

#### 68 DRILLING, CUTTING ETC.:

All cutting and drilling of walls or other elements of the building for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. **Manual drilling, cutting, chiseling, etc. shall not be permitted. No structural member shall be cut or chased without the written permission of the Project Manager.** Cutting and drilling of structural members shall be carried out using vibration free diamond wire sawing and diamond drilling only with prior permission from the Project Manager. The costs for procurement and using such equipment are deemed to be included in the Contract and no extra costs will be paid.

#### 69 OTHER SITE FACILITIES

##### 69.1 Accommodation/Transportation

The contractor shall make his own arrangement for living accommodation of staff, labour, local conveyance etc. at his own cost. No living accommodation shall be permitted for staff and labour within the site.

##### 69.2 Limitations of space & facilities to be provided

Due to the constructed and sensitive nature of the site, the following limitations are imposed:

- a. Contractor shall be deemed, should he so elect to have allowed for all costs and time associated with the manufacture of pre-cast concrete/ reinforcement steel at an off-site location, its transportation to site and placement at final location.
- b. Should the contractor elect to manufacture said pre-cast units on site, the site location, if available for said manufacture and storage shall have the prior approval of the Project Manager.



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- c. Contractor is advised that on-site parking, other than legitimate construction traffic for loading/unloading purposes in the designated areas shall be limited and must have the Project Manager's prior approval.
- d. Contractor shall immediately remove any illegally parked on site any company or private vehicles when required by Project Manager.

### 69.3 Sign Boards

The contractor is not entitled to do any publicity on account of the project. Contractor shall not put any hoarding, publish any advertisement, put any banner or circulate any pamphlet or adopt any other publicity method save and except with prior written approval of the Project Manager.

A Sign Board of overall size approximately 2.5m x 2.0m may be made and displayed by the Contractor at his own cost at the Site at some approved place. The drawing of the Name Board shall be got approved from the Project Manager. The contents of the board shall be as follows:-

- i. Name of the Project.
- ii. Name of the Owner.
- iii. Project Manager with their addresses.
- iv. Contracting Agency.
- v. Other Contracting Agencies.

### 69.4 Barricading / Safety Precautions

- a. The contractor shall provide around all excavations, of whatsoever nature, temporary barricades and/or fencing including warning signs, signals, notices and lights as appropriate to the particular situation, and of sufficiency and strength suitable for said situation. Same shall be maintained continuously until the particular potential hazards are no longer there. In like manner same shall be maintained at, but not necessarily be limited to, such works as demolition, dismantling, erection etc.
- b. Currently, the barricade around the site boundary has been provided in position by the contractor who is executing civil & structural work of the project. Upon the removal of the barricade by him for any reason, the contractor entrusted with the tendered work will have to arrange barricading around the site boundary, as required. The barricading, so provided, is required to be maintained in place till required by the Project Manager or till virtual completion of the work, whichever is earlier.
- c. The above has to be done at contractor's own expense and nothing additional is payable on this count. Barricading provided shall remain to be the property of the contractor on virtual completion of the work. Earlier removal of barricade before virtual completion of work, shall require written approval from Project Manager. Nothing shall be payable on account of above barricading and the same is deemed to be included in the quoted price.
- d. Contractor is deemed to have considered all direct or associated costs arising thereof, when tendering for the work.

### 69.5 Watching and Guarding

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- a. The Contractor shall provide and maintain at his own expense, all lighting, guards, fencing, warning notices, and watching wherever and whenever necessary to ensure the safe and effective execution of the works, or as required by the Project Manager, and to ensure the safety of all persons employed on the work in whatever capacity, all visitors to the works, and members of the General Public within or adjacent to the works.
- b. Any instruction/ requirement of the Project Manager with regard to safety shall not relieve Contractor of his absolute responsibility under this or any other relevant contract condition.
- c. The Contractor shall be held entirely responsible for the security of the site and the protection of the works at all times inclusive of non-working hours, during the contract period. He shall be deemed to have included for all costs associated therewith.

#### **69.6 Maintenance of roads, pathways, traffic control**

Contractor shall be entirely responsible for maintaining public roads and private entrance road to the site. These areas shall be free from any materials of whatever nature being delivered to or removed from the site and kept in a generally clean and safe condition. With this in mind, Contractor shall ensure adequate traffic control at the entrance and at progress points of the site – both temporary and permanent and ensure no parking on public roads, pavements or adjacent land.

#### **69.7 Protection/ Preservation of Trees**

Contractor shall take all measures necessary to ensure the protection and preservation of existing trees within / outside the boundary of the site. Contractor shall be responsible of any damage / casualty to the trees happening as a result of his working at site and for any action, claim, penalty or expenses imposed by the forest / any other department. No claim / payment shall be payable to the contractor on this account.

#### **69.8 Common facilities**

- a. The contractor is required to provide the following common facilities at site free of cost.
  - i. General cleaning
  - ii. Security
  - iii. General lighting
  - iv. General hygiene
- b. These facilities shall be of general nature and all specific requirements of the contractor shall be fulfilled by himself, and he shall be responsible for the same. Contractor shall not be entitled to demand any specific facility from the BHEL as a right.

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#### **MATERIAL DISPATCH CLEARANCE CERTIFICATE:**

The contractor shall ensure sequential delivery of material. For the supply items given in the price schedule, the contractor shall obtain material dispatch clearance certificate from the Project Manager before dispatch of material to the site.

*A. K. Singh*

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